The Solicitors' Journal.

LONDON, JANUARY 19, 1884.

CURRENT TOPICS.

It is understood that the Lord Chancellor will continue to sit with the Court of Appeal until the meeting of Parliament.

We understand it has been definitely settled by all the judges of the Chancery Division, except Mr. Justice Chitty, that counsel shall not be heard in chambers.

Lord Justice Fry has left town for circuit. The Court of Appeal will continue to sit in two Divisions until the meeting of Parliament. One Division, with three judges, will take final appeals, and the other, with two judges, will proceed with the list of interlocutory appeals.

There have been many applications from members of the junior bar for appointments as examiners of the court, under the scheme which we recently announced as in progress. It is understood that the nominations for the posts have been already made by the judges in whose hands they were placed.

Mr. Justice Cave will not sit in open court in bankruptcy matters until Monday, February 18. During his absence on circuit urgent business of the bankruptcy judge will be transacted by Mr. Justice Mathew, who has been named for that purpose by the Lord Chancellor under section 94 (3) of the Bankruptcy Act, 1883.

There appears to be no probability that any judge of the Queen's Bench Division can be spared to hear the 114 causes in Mr. Justice North's list during his absence on circuit. It would be useless to transfer them to the other judges of the Chancery Division, as they are already fully supplied with work, and it seems likely that the causes will have to await the return of some of the judges from circuit.

From the regulations for the conduct of business before the new bankruptcy judge, which we print elsewhere, it will be seen that the judge is to sit in chambers on every Saturday, and in open court on every Monday, during the sittings of the High Court. If the business set down for any Monday is not disposed of on that day, the judge will sit on the following Tuesday for the purpose of completing it.

The great cause of *The London Financial Association (Limited)* v. *Kelk and others* still drags its slow length along. The plaintiffs' case occupied fifteen days. There are ten sets of defendants to be heard, and it appears probable that the average time each of these sets will occupy will be not less than one day. The number of counsel engaged is twenty-eight, fifteen of them being Queen's Counsel. Already eighteen days have been occupied in the hearing.

A print has been sent to us of a circular which has been issued by the Board of Trade to official receivers containing a list of questions which may be put to debtors. The questions, which are supplied on a form on which the answers are intended to be written, are fifty-seven in number, and commence with, "What is your full name?" Perhaps some malignant critic may suggest that if all the appointments to the post of official receiver had been such as they ought to have been, the persons filling that office would not have required such elementary instructions as are contained in these "questions." Moreover, it may be asked whether the questions given in this Receivers' Primer, do not show some want of knowledge of what an investigation into the conduct and affairs of a debtor, such as is contemplated by the Act, ought to be. Probably one-half of the information required by the questions is provided for by the form of statement of affairs, and if the examination is not to go very much further than the "questions" suggest, the whole proceeding will not be very advantageous.

The first case under the new Bankruptcy Act (*Hough* v. *Windus*) has raised the point of construction upon sections 146 and 169 of that measure, which we discussed at some length on the 1st ult. (*ante*, p. 81). In this case the sheriff had seized under an *elegit*, but had not actually delivered the goods, before the Bankruptcy Act came into operation (viz., January 1, 1884), and the debtor, relying upon the provision of the 146th section, that "the sheriff shall not, under a writ of *elegit*, deliver the goods of a debtor," moved before a Divisional Court that the sheriff should be ordered to withdraw. This motion was granted by the Divisional Court, but the Court of Appeal, consisting of the Master of the Rolls and Lord Justice Bowen, when the case came before them on the 12th inst., intimated that the point was by no means so clear to them as it appeared to have been to the learned judges in the court below, and reserved judgment; and on the sitting of the court on the 16th inst., when it was expected that judgment would be pronounced, the Master of the Rolls said that the point was of such importance and difficulty that they desired it to be re-argued before the full court on the 18th inst.

The criticisms which have appeared upon the scale of fees and percentages under the new Bankruptcy Act do not appear to be palatable to the Board of Trade. Taking for their text a statement which emanated from Liverpool that the fees, in the first instance, on a debtor's petition under the new Act amounted to £12 as against about £2 under the old Act, they have sent round to the press a singularly disingenuous statement, which we print in another column. It is true that the stamp duty under the new Act on a bankruptcy petition is the same as on a bankruptcy petition under the old Act—viz., £5—but under the old Act only a creditor could file a *bankruptcy* petition, and under a debtor's petition for liquidation or composition, which was equivalent to a debtor's bankruptcy petition under the new Act, and was by far the most usual method of dealing with estates, a stamp of £1 only was required; and, moreover, no deposit was required to be made under the old Act in cases of liquidation petitions. But although the memorandum of the Board of Trade only particularizes the "initial fees" under the Act, it is so worded as to convey the impression that all other criticisms upon the increased fees under the new Act are untrustworthy. A comparison of the fees under the new Act with the corresponding fees under the old Act, which everyone can make for himself, will suffice to demonstrate the correctness of the animadversions which have been made; and as an instance of what the increase in some cases is likely to be, we are informed that in one well-known failure in Lancashire, where there were five partners and seven different estates to liquidate, the total *ad valorem* duty paid under the old Act amounted to between £500 and £600, but under the new scale it would have amounted to considerably over £6,000.

Section 46 of the new Patents Act, by which it is enacted that "in and for the purposes of this Act . . . 'patentee' means

the person for the time being entitled to the benefit of a patent," appears to have escaped the notice of a correspondent who writes to us on the subject of the 32nd section of the same Act. That section enables persons aggrieved to restrain by injunction, and to recover damages occasioned by, threats of legal proceedings based upon an ill-founded claim by the person making them to be a patentee whose rights are infringed by the persons threatened, subject to a proviso that the section is not to apply if the person making the threats commences and prosecutes with due diligence an action for infringement of his patent. The object of the section appears to be to modify the decision of the Court of Appeal, affirming that of the late Master of the Rolls, in *Halsey* v. *Brotherhood* (L. R. 15 Ch. D. 514, 19 Ch. D. 386). In that case the Court of Appeal, following *Wren* v. *Weild* (L. R. 4 Q. B. 730), laid it down, to quote from Lord Justice LINDLEY, that "if I am a patentee, so long as I act honestly I am entitled to say, without running the risk of having an action for damages brought against me, that somebody is infringing my patent, or that somebody else's manufacture is an infringement of my patent. If I say that honestly, I am not liable to an action for damages. If I say it dishonestly, I am so liable, and if I know that what I say is untrue, it would not take much to persuade a jury that I was acting dishonestly, and then an action for damages would lie. The absence of reasonable and probable cause would be proved as against anybody who kept on making such allegations dishonestly; but so long as the patentee makes such allegations honestly, *Wren* v. *Weild* shows that no action lies against him. It seems to me also that no injunction will lie against him so long as he acts honestly. But if it is proved that his statement is false to his knowledge, and there is reason to suppose that he intends to repeat those false statements, an injunction ought to lie, because he would be about to do that which he has no right to do." Now, what the section in the Act does is this. It abolishes the necessity for proving *mala fides* on the part of the person making unfounded threats, and gives a remedy to the person aggrieved upon his showing that the conduct of which the person threatening complains did not, in fact, constitute an infringement of any legal rights of the latter. When once it is proved that the claim to an exclusive right cannot be supported, a remedy is given to the person threatened, without it being necessary to open the further inquiry whether the false statements were or were not made dishonestly. When, however, the person making the threats commences and prosecutes an action with due diligence, the section is not to apply, but even in such cases there does not appear to be anything to prevent a person aggrieved by ill-founded threats from proceeding, not under the new Act, but under the old law, and obtaining damages or an injunction, on proof that the threats were not merely unjustifiable but dishonest. However, such cases are likely to be very rare. The alteration of the law appears to be in accordance with the views expressed by the Lord Chief Justice in *Halsey* v. *Brotherhood* as to the hardship of the then existing state of the law; and the definition of "patentee" in section 46, to which we have referred, seems wide enough to bring within section 32 all persons against whom its provisions are directed.

A PERUSAL of the official notices of proceedings under the new Bankruptcy Act, as they appear in the columns of the *London Gazette*, discloses some variations in practice in the different courts with regard to the fixing of the day for public examination. Section 17, sub-section 2, provides that "the examination shall be held as soon as conveniently may be after the expiration of the time for the submission of the debtor's statement of affairs," and sub-section 9, after providing for the making of an order that the examination has concluded, provides, "But such order shall not be made until after the day appointed for the first meeting of creditors." Rule 1 of the first schedule to the Act provides that the first meeting of creditors shall be summoned "for a day not later than fourteen days after the date of the receiving order, unless the court for any special reason deems it expedient that the meeting be summoned for a later day." It is not clear from these provisions whether it is intended that the public examination should be held before or after the first meeting, and consequently we find from the notices in the *Gazette* that some courts fix it for a day before, and others for a day after, the day which the official receiver may fix for the meeting of creditors; or probably we ought to say that some official receivers fix the date of the first meeting for a day before, and others for a day after, the day which the court may fix for the public examination of the debtor. It is very desirable that more uniformity of practice should be adopted with regard to this. Sub-section 9 of section 17 appears to contemplate that the public examination should be held before the meeting of creditors, and then adjourned until after the meeting, and we venture to suggest that this will be the most convenient practice to adopt, as the creditors are supposed to have the results of the official investigation before them before considering any proposal for composition or scheme of arrangement. A further difference in practice, appearing from the notices in the *Gazette*, is that, in some instances, both the day and hour appointed for the public examination are stated, and in others the hour is omitted. It appears to us to be most important that the hour as well as the day should be stated, otherwise creditors may be kept a whole day waiting for the case to be called on.

A FEW WEEKS ago (*ante*, p. 95) we stated with reference to a report of a judgment in a case of *In re Gough's Trusts*, decided by Vice-Chancellor BACON in April last, and published in the *Law Reports* (24 Ch. D. 569), that we had been informed that, in fact, no such judgment was delivered. That statement was made by the writer of the paragraph referred to upon what seemed to be excellent authority. We are, however, informed by Mr. DAVIDSON, the author of the report in the *Law Reports*, that he has in his notes a copy of the judgment as actually delivered, corresponding to the report in the *Law Reports*; and that the learned Vice-Chancellor, having read the report in question, has authorized Mr. DAVIDSON to say "he believes that every clause, and for the most part, the exact words, of the judgment as printed, were spoken by himself in court." It is obvious that the information on which the statement in the paragraph referred to was based must have originated in some misapprehension, and that the report was, in fact, what it professed to be, an accurate report of a judgment delivered in court.

OUR READERS may, perhaps, remember a controversy which occurred shortly after the Conveyancing Act, 1881, came into operation, in which the learned editors of Prideaux's Conveyancing combatted our contention that trustees should not give an undertaking for safe custody of deeds. It will be seen from a case of *Re Agg Gardner*, reported in another column, that Vice-Chancellor BACON has now decided that a trustee cannot be called upon to give an undertaking for safe custody. This decision, we believe, is in accordance with what has become the general practice of the profession.

A CORRESPONDENT informs us that in a case of *Re Storer*, on Wednesday last, Mr. Justice PEARSON remarked that he had had occasion recently to consider the question of solicitors' costs very carefully, as there were many cases now pending in his chambers in which solicitors who had acted as executors sought to recover costs under the usual clause authorizing them to charge. In all cases he proceeded on the principle of disallowing all costs for work which the solicitors would have been bound to do as executors, though, if it were not for the weight of authority in favour of that view, his own strong inclination would have been to allow such costs.

A case involving a point of considerable importance was decided at the Wilts Assizes on Saturday before Mr. Justice Cave. Mr. Arthur Burgess, of Shepton Mallett, formerly of Trowbridge, sued Messrs. Clark & Collins, solicitors, of Trowbridge, as common informer, because, whilst holding the office of clerks to the Local Government Board and magistrates, they had entered into a contract with the Board by letting the Board a room for the purpose of holding meetings at £12 per annum, contrary to the statute. After a lengthy hearing of legal arguments the Bench gave a verdict for the informer, with £50 damages, and ordered that Messrs. Clark & Collins should relinquish their offices at Trowbridge. Notice of appeal was given.

PUBLIC POLICY AND THE AGRICULTURAL HOLDINGS ACT.

We are informed that the observations made by Mr. Gladstone at the annual dinner of the tenantry on the Hawarden Castle Estate, relating to what he was pleased to term "the ingenious argument of some learned solicitor," that the new Agricultural Holdings Act may be excluded by an agreement by the tenant not to execute improvements without the landlord's consent in writing, were made with reference to the articles on the subject which recently appeared in this journal. The Premier is reported to have said:—

"I believe the proper answer to the argument is this—that if the landlord were so unjust and oppressive, and if the farmer were so intimidated and so foolish as to concur in an agreement of that kind, and if afterwards the question was raised about improvements belonging to the farmer, the courts, as I am informed, would quash such an agreement. They would not recognize it, because it is an agreement contrary to public policy. I will give you an illustration. A couple of hundred years ago slavery was permitted. People were sent out to the West Indian islands, and became slaves, and, indeed, slavery was allowed to exist in a limited form in this country; but it cannot exist here now, and if I were to covenant to Mr. Roberts that I would be his slave, or if he were to covenant to me, the covenant would be perfectly worthless, because it would be contrary to public policy; and so, if the tenant farmer covenanted with his landlord that he should make no improvement on his farm, and if he afterwards did make some improvement that it would not be his property, that agreement would be worthless."

We might rejoin that, of course, it would be worthless; we never pretended for a moment that an agreement by a tenant (1) not to make any improvement, and (2) that if any improvement were made the tenant should not obtain compensation for it, would be valid. Such an agreement would be clearly within the words of section 55. Moreover, we have always carefully pointed out that, if the tenant chose to break his agreement and execute improvements without the consent of the landlord, he could claim compensation for them, and the landlord would have to rely on section 6 for a reduction of the compensation by the sums due to him in respect of the "breach of agreement connected with the contract of tenancy committed by the tenant." The illustration employed by Mr. Gladstone is not a very happy one, having regard to the decision in *Santos* v. *Illidge* (8 C. B. N. S. 861). But we will not quibble about the language or illustrations used in what was doubtless an off-hand colloquial address; the point raised is deserving of careful consideration, and we will try, in the first instance, to put it as strongly as we can in favour of the view propounded.

The contention can hardly be that any contract which prevents a farmer from carrying on his business to the best advantage is void, as being contrary to public policy. If this were so, the covenant against the removal of straw and fodder from the demised premises, which appears in almost every agricultural lease, would long ago have been held to be void. It unquestionably prevents the farmer from carrying on his business to the best advantage; it would be infinitely better for the tenant, and not at all disadvantageous to the landlord, for the tenant to be at liberty to sell off his straw, provided he brought back a full manurial equivalent. Moreover, to rest the contention that the suggested agreement is void on this ground would be to suppose that the courts are ready to extend the classes of contracts held to be void as opposed to public policy. This the late Master of the Rolls said they would not do. "It must not be forgotten," he said, in *Printing, &c., Company* v. *Sampson* (L. R. 19 Eq., at p. 465), "that you are not to extend arbitrarily those rules which say that a given contract is void as being against public policy, because, if there is one thing which more than another public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that those contracts, when entered into freely and voluntarily, shall be held sacred and shall be enforced by courts of justice. Therefore, you have this paramount public policy to consider—that you are not lightly to interfere with this freedom of contract." And, after enumerating contracts to commit a crime or immoral offence, or to induce another to do something against the general principles of morality, he added, "I should be sorry to extend the doctrine much further. I do not say there are no other cases to which it does apply, but I should be sorry to extend it much further."

The contention must, therefore, be that the agreement suggested would be void as being contrary to the general policy of the Agricultural Holdings Act. It may be said that regard is to be had to the general intention of a statute, and that this intention must prevail over particular expressions; that the general intention of the Act is to encourage tenants to improve the soil, hence an agreement by a tenant not to execute improvements without the consent of the landlord would be void as being contrary to the policy of the Act. Now, in considering this question, the first inquiry is how the intention of the Legislature is to be ascertained? As to to this an answer is supplied by the cases. The general intention of a statute must be ascertained from its words, and not from conjectures as to what the Legislature meant. In *Barton* v. *Muir* (L. R. 6 P. C. 134) it had been held by the judges of the court below that an agreement was void as being contrary to the policy of, or as being an evasion of, an Act, and as "in effect, enabling the plaintiff to accomplish indirectly what he could not, under the Act, have done directly"; but the Privy Council laid it down that "the established doctrine is, that to annul such a transaction there must be no doubt whatever as to the construction and effect of the statute. There seems danger in countenancing the notion of a constructive policy in such a case as the present. . . . It is dangerous, in the construction of a statute, to proceed upon conjecture." And the court held (to quote the head-note) that "the agreement, admittedly not immoral or contrary to public policy [generally], is not contrary to the *terms* of the 18th section of the said Act, and *cannot be annulled or tainted with illegality on any conjectural views of the policy of the Act*." In other words, as Mr. Pollock puts it in his Principles of Contract (3 Ed., p. 269), "the true policy of a statute, in a court of justice at all events, is neither more nor less than its right and reasonable construction. The courts no longer undertake either to cut short or to widen the effect of legislation according to their views of what ought to be the law." The question, therefore, comes to this—is there to be found in the new Agricultural Holdings Act, looked at as a whole, a clear expression of intention that tenants shall be encouraged to improve the land? There is no preamble stating the object of the Act. There are abundant expressions of intention that a tenant shall be compensated for improvements effected by him, but can anyone point out an expression of intention that a tenant shall be encouraged to make improvements? On the contrary, there are several parts of the Act restrictive of the liberty of the tenant to make improvements. Improvements of the class mentioned in the first part of the first schedule are not to be made without the consent in writing of the landlord; the improvement mentioned in the second part of the first schedule may be done by the landlord, and of the eight kinds of improvements enumerated in the third part of the first schedule compensation can only be obtained by the tenant for two if commenced during the last year of the tenancy (section 59). How are these restrictions consistent with an intention that the tenant shall be encouraged, or shall have secured to him an unlimited right, to execute improvements on the land? But if there is no such intention expressed in the Act then an agreement not to execute improvements without the consent of the landlord will not be held void as being contrary to the policy of the Act.

Mr. Walter Neve, of Luton, writing to the *Standard* on the singular memorandum of the Board of Trade with regard to fees under the new Bankruptcy Act, says:—Will you permit me to give you my experience? One case among many which I had under the old Act was that of a man who owed about £270, with assets about £50. I filed his petition for liquidation, appointed a receiver, and got an order to restrain several pending actions. The total of all payments I had to make, including stamp on petition, *Gazette*, the order for receiver, &c., up to the first meeting of creditors, was £2 19s. 10d. The case ended in a composition being accepted by the creditors, and the total of all payments in the matter was but £4 13s. 8d. Yesterday I had a similar case in all respects, the debtor expecting an execution to be levied in a few days. To file a petition for this man under the new Act I must put a stamp for £5 on the petition (as against £1 under the old Act), and deposit £5 for the official receiver; but, as the debtor cannot find the money, of course I can do nothing for him, and he is debarred from availing himself of the Act. To no one creditor does he owe £20; they are most of them wholesale traders at a distance, and not likely to combine and make their debtor a bankrupt, so the result will be that one creditor will probably be paid by an execution from the county court, the rest getting nothing, and the debtor being turned penniless upon the world unrelieved of his debts.

PROOF OF DAMAGE IN ACTION FOR MALICIOUSLY PETITIONING TO WIND UP A COMPANY.

THE case of *The Quartz Hill Gold Mining Company* v. *Eyre*, recently decided in the Court of Appeal, and reported L. R. 11 Q. B. D. 674, raised a question of considerable interest. The point decided, as stated (and it appears to us correctly stated) in the head-note to the case in the *Law Reports*, is as follows: An action will lie for falsely and maliciously, and without reasonable or probable cause, presenting a petition under the Companies Acts, 1862, 1867, to wind up a trading company, even although no pecuniary loss or special damage to the company can be proved; for the presentation of the petition is, from its very nature, calculated to injure the credit of the company. In the case referred to, Stephen, J., had, in the absence of any evidence of special damage, nonsuited the plaintiff company. The Divisional Court upheld his ruling, conceiving themselves bound to do so by the decision in *Cotterell* v. *Jones* (11 C. B. 713). The Court of Appeal have, however, as we have seen, reversed their decision.

We cannot say that the judgments of the Court of Appeal seem to us to leave the matter free from doubt. It is admitted on all hands, as a general principle, that the existence of damage is essential to all actions of the class in question—viz., actions for taking legal proceedings maliciously and without reasonable and probable cause. It is also clear that there are cases where, in such actions, damage may be shown without proof of pecuniary loss. For instance, in an action for malicious prosecution it is obvious that it is not necessary to prove actual pecuniary loss. To have been wrongly accused of, and prosecuted for, a crime is, in itself, a damage, whether the accused's pecuniary position is thereby affected or not. A man is, in the language of the old pleaders, put to great pain of mind by a false charge of a crime, and suffers, at any rate, till acquitted, a loss of moral *status* and credit. But little light, however, seems to us to be thrown by the analogy of the action for malicious prosecution on the point involved in the case we are discussing. A company or corporation has no body nor soul to suffer pain in, a fact which has been made the subject of complaint and regret in a well-known popular saying; nor has it a moral character except by way of metaphor. It is incapable, really, of being directly affected in the same way as an individual by legal proceedings. A nearer analogy to the case under discussion is that of the action for maliciously taking proceedings in bankruptcy against a person. It is on that analogy that the Court of Appeal appear principally to rely in support of their decision. We must confess that we are not entirely satisfied by the analogy. The same observation seems to us to apply as in the case of a malicious prosecution, though not so strongly. There is a difference between the imputation of insolvency to an individual and its imputation to a company. If bankruptcy proceedings are taken against an individual he suffers, or may be presumed to suffer, damage, *ipso facto*, just as in the case of a malicious prosecution, because his individual *ego*, his personality, is annoyed and distressed or insulted by the proceedings, even although he does not suffer a farthing's worth of pecuniary loss. Moreover, though bankruptcy may befall the most prudent and honourable men through misfortune, it, nevertheless, involves *primâ facie* more or less social or moral stigma and loss of character and reputation; so that, at any rate temporarily, the credit and individual character of the person against whom the proceedings are taken is affected. The analogy between the case of malicious prosecution and malicious proceedings in bankruptcy against an individual does not seem to us an over-strained one. In both cases the personality is injuriously affected by the proceedings from the necessity of the case, quite apart from all question of pecuniary damage. But our difficulty with regard to a company is that it has no personality in the same sense. The Court of Appeal seem to treat the credit of a company as being analogous to that of an individual for this purpose, but it is only by a metaphor that a company can be said to have a character or a capacity for suffering anything but pecuniary damage.

The Master of the Rolls seems to have been prepared to go the length of saying that the action would lie though no pecuniary damage existed. But with all submission to such a high authority the only damage which a company can possibly suffer in its corporate entity, as it appears to us, is pecuniary damage; for loss of credit in the case of a company can only mean loss of financial credit; so that the question seems to us to be narrowed down to this: Ought it to be presumed, either *primâ facie* or irrefragably, that a petition for winding up necessarily causes pecuniary damage to the company? We feel some difficulty about this. It seems to us immaterial for the present purpose that petitions for winding up may be on other grounds than insolvency, because it must be admitted that the petition was presented in the case in question on grounds that undoubtedly were calculated to damage the credit of the company. Now it seems to us that, to say the least, when no damage is actually shown, it ought only to be inferred when, *ex necessitate rei*, the supposition that it does not exist is extremely improbable. We have pointed out, in the cases of malicious prosecution and proceedings in bankruptcy against a person, it is not a question of inferring damage which is not shown; the proceedings in both cases constitute damage in themselves—just as, if I knock a man on the head with a stick, the knock itself is damage. As we know that such a knock produces pain, so we know that criminal or bankruptcy proceedings against an individual must pain, distress, and annoy the person. But we cannot say that a petition for winding up affects a company in the same direct way. It is a question of inferring damage here, as it seems to us, if no pecuniary damage is shown. To our mind, to infer consequential pecuniary damage in the case of a company, without proof of any, is going very near to contravention of the established and admitted principle that damage is necessary to sustain an action of this class. It may, perhaps, be admitted that the damages in this, as in all cases where malice is involved, might be vindictive; that if any damage is shown the damages awarded need not be restricted to the amount of actual loss shown. But, though there is perhaps something anomalous in making the existence of damage essential to the action, and then allowing vindictive damages to be given, the anomaly, if it be one, is well established in our law, as in the case of slander, where special damage is necessary. Therefore, it does not seem necessary, in any case, to have very definite evidence as to the measure of pecuniary damage, but it appears to us rather a strong thing to say that such damage must be presumed, in the absence of all evidence on the subject. If pecuniary damage were really caused, one would think that some evidence of it would generally be forthcoming. If no evidence of it is forthcoming, it must, in the nature of things, be very doubtful whether any has been caused. The general proposition is admitted that proof of damage in some sense is necessary to the action; how can a thing be said to have been proved when its existence is left very doubtful upon the plaintiff's own case? The decision of the Court of Appeal does not satisfy us, because it appears to us that, translated into plain English, it means that, in actions for maliciously petitioning for winding up a company, no damage need be shown. Use what forms of expression you will, such as "implied damage," that is what the decision in fact comes to. It seems to us that this result is difficult to reconcile with the doctrines that have been constantly laid down in such cases heretofore. It is, no doubt, essential that there should be a remedy for oppressive and malicious legal proceedings by which injury is caused; but it seems to us that the class of actions which seek to make a man responsible for availing himself of recourse to the tribunals is one which requires to be carefully watched. Very little, if any, evidence of malice, in the ordinary sense of the term, is necessary nowadays in this class of action. It seems to us that further relaxation of the limits by which they have been restrained is, in the case of civil proceedings, a matter of dubious expediency.

The Board of Trade, on Saturday last, sent round the following memorandum to the newspapers:—A statement has been put into circulation that practical experience has confirmed the opinion entertained by the legal profession as to the costliness of procedure under the new Bankruptcy Act, and that the fees in the early stages of bankruptcy proceedings are now about £12 as compared with £2 under the old Act. This statement is incorrect. The initial fees under the new Act are precisely the same as under the old Act, having in fact been copied word for word from the old scale, nor do they amount to £12. The main charges are a stamp duty of £5 on the presentation of the petition, and a deposit of £5 (which may or may not be wholly expended) to meet the cost of gazetting, &c. These items are precisely the same under the old and new systems; and, moreover, under the new Act official receivers will have to perform many duties which were formerly left to solicitors and accountants, and for which heavy charges were made.

THE NEW BANKRUPTCY SYSTEM.

V.

Part VI. comprises sections 92 to 120, and relates to the constitution, procedure, and powers of the court. Sections 92 to 102 contain provisions as to the jurisdiction of the various courts. The London Bankruptcy Court is to be consolidated with the High Court, and all matters therein pending, or which would be within the jurisdiction of that court, are to be assigned to such division of the High Court as the Lord Chancellor shall direct, and are to be transacted and disposed of by one of the judges of the High Court, to be assigned by the Lord Chancellor for that purpose (sections 93 and 94). The county courts are to exercise jurisdiction as heretofore, but the power given by sub-section 2 of section 92 to the Lord Chancellor to attach to or detach from the High Court the district of any county court is new, as is also the provision in sub-section 5 of the same section, requiring periodical sittings of such courts for the transaction of bankruptcy business to be holden at such times and intervals as the Lord Chancellor shall prescribe for each court. By section 95 an alteration is made as to the court where a petition is to be presented, being a sensible return to the provisions of the law prior to the Act of 1869, substituting the courts now having jurisdiction for the old courts of bankruptcy. Instead of such petition having to be presented to the court where the debtor resides or carries on business, as required by section 59 of the Act of 1869, it must be presented to the court where the debtor has resided or carried on business for the longest period during the six months preceding, or, if the debtor is not resident in England, or the petitioning creditor cannot ascertain his residence, then to the High Court, with a provision that nothing therein "shall invalidate a proceeding by reason of its being taken in a wrong court." Section 96 is the same as section 60 of the Act of 1869, and sub-section 1 of section 97 is the same as the first part of sub-section 6 of section 80 of the same Act, but sub-section 2 elaborates the latter part of that sub-section, and there is no provision to enable the creditors, by resolution, to transfer the proceedings from one court to another. We called attention to this point in discussing some of the provisions of the Bill as introduced (27 SOLICITORS' JOURNAL, p. 379). Rules 16 to 18 make provisions for carrying out the section, and we will discuss those provisions when we come to the rules. Sub-section 3 is an entirely new provision, and must be considered in conjunction with the amendments effected by section 102 in the provisions of section 72 of the Act of 1869. Section 98 corresponds with the concluding part of section 65 of the Act of 1869, the judge of the High Court exercising jurisdiction in bankruptcy being substituted for the Chief Judge in Bankruptcy. Rules 5 and 7 have been made in pursuance of this section. Section 99 defines the powers which may be exercised by registrars in bankruptcy instead of allowing the judges to confer on them any of their powers other than the power to commit for contempt, as provided by section 67 of the Act of 1869 and rule 3 of the Rules of 1870. Rule 6 has been prescribed under sub-section 2, and provides that "a registrar may, under the general or special directions of the judge, hear and determine any matter or application mentioned in" the sub-section. In addition to the powers which may be exercised by any registrar, the registrars in bankruptcy of the High Court are given power to grant orders of discharge and certificates of removal of disqualifications, and to approve compositions or schemes of arrangement, although opposed (sub-section 3), and the Lord Chancellor may also give the same powers to any specified registrar of a county court (sub-section 5). Sub-section 4 provides that "a registrar shall not have power to commit for contempt of court"; but why it been considered necessary to insert this negative provision, seeing that the powers of the registrars are strictly limited by the other provisions of the section, we are at a loss to understand. Section 100 corresponds with section 66 of the Act of 1869, but relates to powers to be exercised by the county courts, instead of by the judges thereof, as in the Act of 1869. Section 101 takes the place of section 116 of the Act of 1869, section 19 of the Bankruptcy Repeal and Insolvent Court Act, 1869, and rule 23 of the Rules of 1871, as amended by section 32 of the Judicature Act, 1875, the difference in procedure being that whereas, under those Acts the court made the order for payment, under the new Act the court will only make a declaratory order of title, and the order for payment will be made by the Board of Trade. Section 102 is a re-enactment of section 72 of the Act of 1869, with some amendments and additional provisions. Sub-sections 1, 2, and 3 cover the whole of section 72 of the Act of 1869, and the important new proviso in sub-section 1 which was inserted in Grand Committee, at the instance of Mr. Dixon-Hartland, will have the effect of limiting the jurisdiction heretofore conferred on the courts. There being now a statutory limit to the jurisdiction provided, it will be no longer necessary to consider the effect of the long series of cases upon section 72 of the Act of 1869, beginning with *Ex parte Anderson, Re Anderson* (18 W. R. 715, L. R. 5 Ch. 473), before deciding whether to move the court or bring an action in any particular case. We reviewed the various cases upon the section in the Act of 1869 in the last volume of this journal (27 SOLICITORS' JOURNAL, pp. 250, 270). In addition to this proviso some further alterations are made in sub-section 3 by the insertion of the words "either of" in the second line thereof, and the words "if it thinks fit" in the fourth line thereof, such words not appearing in section 72 of the Act of 1869, and by the substitution of the High Court for the London Court of Bankruptcy. In conjunction with this sub-section, also, sub-section 3 of section 97 should be considered, that sub-section providing for "questions of law," and this one for "questions of fact." Sub-section 4 is a new provision which was inserted in Grand Committee on the motion of Mr. A. O'Connor, and sub-section 5 is also a new provision in place of the concluding sentences of sections 56 and 57 of the Act of 1869, and was inserted by the House of Lorde.

Section 103 is a further new provision designed to relieve the judges of the High Court from the work entailed upon them by section 5 of the Debtors Act, 1869, which presses heavily upon their time in chambers. Sub-sections 4 and 5, which were inserted in Grand Committee at the instance of Mr. Chamberlain, effect the most important changes, in giving the county courts jurisdiction in respect of judgment debts exceeding £50, and enabling them to make a receiving order against the judgment debtor instead of committing him to prison, the judgment debtor being deemed to have committed an act of bankruptcy at the time such order is made. It seems to us that these sub-sections have not been happily framed. The "county court" mentioned in sub-section 4 is not confined to the courts exercising bankruptcy jurisdiction, but the power given by sub-section 5 to make a receiving order *is* confined to such courts. If no further provision had been made by the General Rules, this would have had a somewhat anomalous effect throughout the country, as the power given by sub-section 5 cannot be exercised in the case of a debtor being or residing within the district of a county court attached to another for the purpose of bankruptcy jurisdiction, the application under sub-section 4 having to be made to the county court attached and not to the county court within the *bankruptcy* jurisdiction of which the debtor may reside, which, we think, would have been a better provision. Rule 268, however, makes further provisions to meet such a case by empowering the court to "order the matter to be transferred to the nearest or most convenient court having bankruptcy jurisdiction." We presume that what was intended was, that in such cases the matter should be transferred to the court, to which the court making the order might be attached for bankruptcy purposes, but, if so, it might just as well have been so expressed. Sub-section 5 also practically introduces a new act of bankruptcy as well as a new practice in empowering the court to make a receiving order without the formality of a petition, but in this respect it is analogous to the practice under section 101 of the Act of 1861 with regard to prisoners for debt. Section 104 regulates appeals and takes the place of section 71 of the Act of 1869, the only alteration made being in abolishing the intermediate appeal from orders of county courts to the Chief Judge in Bankruptcy, and providing that such appeals shall be direct to the Court of Appeal. The practice on appeals is regulated by rules 111 to 116, with which we will deal in their consecutive order.

Sections 105 to 115 relate to procedure. The first four sub-sections of section 105 follow some of the Rules of the Supreme Court—viz., ord. 55, r. 1; ord. 35, r. 22; ord. 59, r. 2; and ord. 57, r. 5, respectively; sub-section 5 is the same as rule 49 of the Bankruptcy Rules, 1870; and sub-section 6 is a new provision which was inserted in Grand Committee at the instance of Mr. Gregory, and which will be found to be very necessary in numerous cases. Further regulations as to proceedings are made by rules 8 to 15. Section 106 corresponds with sub-section 2 of section 80 of the Act of 1869, but the omission of the words "being members of the same partnership" after the words "joint debtors" in the second line, which was effected in Grand Committee, seems to extend the powers of the court as to the consolidation of petitions very materially, as it will apparently give the court power to consolidate petitions by or against persons in any way jointly liable, although not carrying on any business in co-partnership, and not possessing any joint estate. We apprehend, however, that the court will not exercise its discretionary power under the section unless there is a joint estate to be administered, and probably the chief test will be whether there is such an estate or not. Section 107 is a *verbatim* re-enactment of sub-section 4 of section 80 of the Act of 1869. Section 108 corresponds in subject with sub-section 9 of the same section, but differs widely therefrom, inasmuch as it directs the proceedings to be continued if a debtor die at any time after presentation of the petition by or against him, unless the court otherwise orders, the provision in the Act of 1869 being only that the court *may order* the proceedings to be continued if the debtor die after *having been adjudicated a bankrupt*. Section 109 also corresponds with sub-section 10 of section 80 of the Act of 1869, but omits the reference to negotiations being pending for liquidation or composition. Sections 110 and 111 are *verbatim* re-enactments of sections

100 and 101 of the same Act; and section 112 is a re-enactment of section 102 of the same Act, with some verbal alterations, and substituting a receiving order for an adjudication in line 1, and inserting "receiver" in line 6. Section 113 is also a re-enactment of section 105 of the same Act, but omitting, after "the trustee" in the second line, the words, "with consent of the creditor, certified by a special resolution"; section 114 is a *verbatim* re-enactment of section 112 of the Act of 1869; and section 115 is a new provision corresponding with rule 10 of order 14, under the Judicature Act, 1875, which was inserted in Grand Committee at the instance of Mr. Gregory. Section 116, relating to disabilities of officers of the courts, corresponds with section 69 of the Act of 1869, but affects some important amendments therein. The word "judge" is omitted from sub-section 1, but this will not effect any alteration in the law. In sub-section 2, however, a very material alteration is made by the omission from line 4, after the word "bankruptcy," of the words, "in any court of which he is registrar or officer, or in any appeal from such court," which appear in the section of the Act of 1869, and other less important alterations are made by the insertion of the "official receiver" in line 1, and of the words "his clerk" in line 3, and by the omission, from the end of the first part of the sub-section, of the words "by the judge," and other provisions which appear in the section of the Act of 1869. The proviso which forms the second part of the sub-section was inserted by the House of Lords. Sections 117 to 120, relating to orders and warrants of court, are re-enactments of sections 73, 74, 76, and 77 respectively of the Act of 1869, with unimportant verbal alterations, and the substitution of the High Court for the London Bankruptcy Court, in section 118. Additional provisions as to warrants, arrests, and commitments are made by rules 75 to 78, with which we shall deal when we come to the General Rules.

Part VII. relates to small bankruptcies, and consists of two sections only—viz., sections 121 and 122—both of which are entirely new. With regard to section 121, which appeared as clause 113 in the Bill as originally introduced, we commented upon the provisions of the clause in the last volume of this journal (27 SOLICITORS' JOURNAL, p. 361), and we have only now to point out that in Grand Committee the clause underwent two alterations—viz., the substitution of the words "when a petition is presented by or against a debtor, if the court is satisfied by affidavit or otherwise," for the words "if the person presenting a bankruptcy petition satisfies the court," and the addition to sub-section 3 of the words "but nothing in this section shall permit the modification of the provisions of this Act relating to the examination or discharge of the debtor"—neither of which amendments make any material alteration in the section. Additional provisions for carrying out this section are made by General Rules 198 and 199. Section 122 is also an experimental provision with regard to debtors whose whole indebtedness does not exceed £50, of which experience of its working alone can prove the efficiency. The details seem to have been carefully drawn, and it is not our intention to discuss the section more fully until its application has been tested. A separate set of eighteen rules and twelve forms has been prescribed under this section, and these also seem to have been carefully drawn so as to provide for all contingencies which may be foreseen as likely to arise in working the section.

REVIEWS.

BANKRUPTCY.

SUPPLEMENT TO BRETT'S BANKRUPTCY ACT, 1883, CONTAINING A TABLE SHOWING THE PARTS OF THE ACT AND RULES WHICH ARE TO BE READ TOGETHER, A SUMMARY OF THE POINTS OF IMPORTANCE CONTAINED IN THE RULES, AND THE TABLE OF FEES OF DECEMBER 28, 1883. Butterworths.

This is a useful companion to the official copy of the Bankruptcy Rules and Forms. Mr. Brett does not reprint the rules and forms, which must now be in the hands of most practitioners, but gives, first of all, a tabular statement of the portions of the Act of 1883 and the rules which are to be read together. This is followed by notes on the rules, which are grouped according to subject, pointing out the changes in the old practice effected by them. The tables of fees recently issued are given in full.

THE BANKRUPTCY ACT, 1883, WITH NOTES, THE BANKRUPTCY RULES AND FORMS, 1883, &c. By WILLIAM HAZLITT, Esq., Senior Registrar in Bankruptcy, and RICHARD RINGWOOD, Esq., Barrister-at-Law. Stevens & Haynes.

This is a very handy edition of the Act and Rules. The Board of Trade Memorandum issued in August last is given in the "introductory preface," and this is followed by the Act, printed in full with short notes containing cross-references pointing out the sources of the various provisions, and explaining to some extent the object and effect of the new provisions. We cannot say we are greatly impressed with the value of some of these explanatory observations. There are too many notes of the description of that to section 88, with reference to the voting powers of the trustee. "This section will operate very usefully against the discreditable practices which have been sometimes resorted to respecting trusteeships"; and that to sub-section (5) of section 72. "Sub-section (5) deals with an abuse of no inconsiderable frequency and mischief in the late practice." These observations will, no doubt, disappear in subsequent editions when cases under the new Act have to be cited. The cross-references and marginal references to corresponding provisions of the Act of 1869 are exceedingly useful. The new Bankruptcy Rules and Forms are printed in full, and then follow so much of the Debtors Act, 1869, as is applicable to bankruptcy matters; the Bills of Sale Acts, 1878 and 1882; the scales of costs and fees; and there are given all the orders and regulations recently issued. We should add that there is a very full index, and that the book is admirably printed.

CORRESPONDENCE.

THE PATENTS ACT, 1883.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A curious omission would appear to me to have been made in clause 32, which has reference to the remedy in case of groundless threats of legal proceedings. The clause commences, "When any person claiming to be *the patentee*, &c., . . . threatens any other person with any legal proceedings, &c.," and then provides that an action may be brought to restrain the threats unless "the person making such threats"—*i.e.*, the person "claiming to be the *patentee*," commences and proceeds with an action for infringement. I do not find in the Act any provision that the term "patentee" shall apply to any other person than the one in whose name the patent has been originally taken out, and hence it would seem to follow that, though a person in whose name a patent has been taken out cannot utter groundless threats of proceedings for infringement, it would be open to a purchaser of a patent (and possibly to an exclusive licensee) to do so without fear of bringing himself within the 32nd section.

Jan. 11. A. M. B.

[See observations under head of "Current Topics,"—ED. *S. J.*]

INTERPLEADER SUMMONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As illustrative of the very unsatisfactory alteration recently inaugurated of referring interpleader summonses to the decision of a master instead of a judge, and of the difficulties and responsibilities which beset the solicitor of a plaintiff in endeavouring to enforce a judgment for his client against his debtor, we venture to state the facts of a case which has just occurred to ourselves in the hope that it may, at least, be instructive if not useful to some of your readers.

On the 29th ult., we issued an execution upon a judgment and delivered the *fi. fa.* to the sheriff's agents for Yorkshire, under which the sheriff seized a rick of hay admittedly not on the defendant's land. A claim was set up to the hay by a farmer or dealer in whose actual possession the hay was, and the sheriff thereupon issued an interpleader summons which was duly served upon us.

The return of the summons was stated to be Saturday, the 5th inst., but on the 3rd the clerk of the sheriff's agents called and stated that an order had been that day made by the master that the sheriff do withdraw, and that he had adjourned the summons till the following Monday on the question of costs.

On producing the summons with the return of the 5th appearing therein, the clerk appeared surprised, and shortly afterwards we received a notice that the summons had been restored to the list for the 7th. We of course attended this new return, but no claimant appeared. Consequently, the summons had to be further adjourned, which was done to the 10th.

On the 10th the claimant attended himself from Yorkshire and produced no affidavit proving his claim, but a receipt for the price he had paid for the hay. We urged before the master that an affidavit was indispensable according to the practice, and that if the same had been made we should have had an opportunity of investigating, or at least considering, the facts disclosed, and been enabled to form an opinion whether the claim was well-founded or not. But this contention the master overruled, and insisted that, as the claimant was present, he could be examined. He was examined accordingly, and deposed that he had bought the hay of the defendant and paid for it, and had had it ever since in his own possession. Of course, after this evidence, it was impossible to carry the case further, and this we at

once admitted. But now comes the climax. The master ordered the plaintiff to pay the claimant's costs of coming all the way to London to support his claim, upon the principle (as he stated) that, as the claim had been challenged and proved, the plaintiff, as the loser, must pay.

Did anyone ever hear of such a decision upon the first hearing of an interpleader summons? Certainly we never did, notwithstanding very many years' experience of such matters. But, as we have said above, this experience may probably be of use to others besides ourselves. We trust it may. WOODBRIDGE & SON.

13, Clifford's-inn, Fleet-street, Jan. 17.

*** TO CORRESPONDENTS.—J. E., London.—HARVEY.—Next week.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 65, R. 9—COSTS—TAXATION—"SPECIAL GROUNDS"—HIGHER SCALE.—In a case of *In re Spettigue's Trusts*, before Pearson J., on the 12th inst., a question arose as to the taxation of costs on the higher scale. Rule 9 of order 65 provides that the "higher scale" of fees may be allowed, "either generally in any cause or matter, or as to the costs of any particular application made, or business done, in any cause or matter, if, on special grounds arising out of the nature and importance or the difficulty or urgency of the case, the court or a judge shall, at the trial or hearing or further consideration of the cause or matter, or at the hearing of any application therein, whether the cause or matter shall or shall not be brought to trial or hearing or to further consideration (as the case may be), so order." This was a petition for the appointment of new trustees of a will and for a vesting order. The value of the trust property was above £7,000, and on this ground alone the court was asked to direct that the costs of the petition should be taxed on the higher scale. PEARSON, J., said that there were no special grounds, and refused the application.—SOLICITORS, *Hepburn, Sons, & Cutcliffe.*

R. S. C., 1883, ORD. 36, RR. 3, 4—MODE OF TRIAL—TRIAL BY JURY—ACTION ASSIGNED TO CHANCERY DIVISION.—In a case of *Cardinall* v. *Cardinall*, before Pearson, J., on the 14th inst., a question arose as to the exercise of the power of the court to send an action assigned to the Chancery Division for trial by a judge with a jury. Rule 3 of order 36 provides that "causes or matters assigned by the principal Act to the Chancery Division shall be tried by a judge without a jury, unless the court or a judge shall otherwise order." And by rule 4, "The court or a judge may, if it shall appear desirable, direct a trial without a jury of any question or issue of fact, or partly of fact and partly of law, arising in any cause or matter which, previously to the passing of the principal Act, could, without any consent of parties, have been tried without a jury." The writ in the action was issued in December, 1882, in the Chancery Division. By his statement of claim, delivered in January, 1883, the plaintiff alleged that he and the defendant, in May, 1869, became, under a verbal agreement, co-partners in the business of land speculators and farmers; that they carried on the business until June, 1881, and in the course of it bought and sold land, and in particular a farm in Essex, which they afterwards farmed jointly. The plaintiff alleged that the purchase-money for the farm was paid by him on account of the partnership, and that he had also advanced money for the carrying on of the farming business in excess of the sums contributed by the defendant, and that a balance was due to him from the defendant in respect of the partnership dealings. The plaintiff claimed to have an account taken of the partnership dealings, and to have the affairs of the partnership wound up by the court. The plaintiff stated that he proposed that the action should be tried in Essex. By his statement of defence, delivered in February, 1883, the defendant denied the existence of any partnership, and alleged that the plaintiff had bought the farm and carried on the farming business on his own account, partly by means of moneys advanced to him by the defendant, not on account of any partnership, but by way of loan; and the defendant counter-claimed for the repayment, with interest, of the moneys so advanced by him. The plaintiff's reply and defence to the counter-claim was delivered in July, 1883. On the 4th of December, 1883, the plaintiff took out a summons, asking that an action might be tried by a judge and jury in the county of Essex; the defendant, on the 11th of January, 1884, took out a summons, asking that the action might be tried by Pearson, J., or that, in the alternative, the issues in the action might be referred to one of the official referees. No notice of trial had been given. The plaintiff lived in Suffolk, on the borders of Essex; the defendant lived in Essex; the witnesses who would be called lived in the same neighbourhoods. There were affidavits to the effect that a large quantity of correspondence and books of account, and other documents relating to the farming business, would have to be put in evidence, and that the defendant would contend that he had acted in relation to the business as the solicitor of the plaintiff, not as his partner. It was urged that the question to be determined was simply one of fact—partnership or no partnership—and that the action would be tried much sooner if it was sent to the ensuing assizes. PEARSON, J., said it would be impossible to decide the question whether there was a partnership or not without determining all the issues in the action, and, if it was decided that there was no partnership, the question would remain whether money had been lent by the defendant to the plaintiff. If the fact that the action would be more quickly disposed of if it was sent to be tried at the assizes was a sufficient reason for sending it there, then, in the present state of the cause list in the Chancery Division, his lordship did not see how he could refuse to send half the causes in his list for trial by jury. He did not, therefore, attach much importance to that consideration. And he thought that, if the action was tried by a jury, the judge could only obtain answers from the jury to certain questions, and must reserve the case for argument before himself. The result would be to give the action precedence over other actions which now had precedence over it. He did not think this was the intention of the Legislature, or of the judges who framed the new rules. He thought the intention was that, if it appeared that there was some simple question of fact, the verdict on which would decide the issues in the action, then the action should be sent for trial by a jury. But, if the action was one which was, by the Judicature Act, assigned to the Chancery Division, and the question raised was a mixed one of law and fact, where the verdict of a jury would not decide the case, but the judge would have afterwards himself to decide the whole issues between the parties, it was not intended that such a case should be sent for trial by a jury. The present action was one of this nature, and it was one which ought to be tried by a judge alone. When it came on for trial it was probable that the judge would find that he did not require the assistance of a jury; the difficulty would probably be only in applying the law to the facts. His lordship thought that he ought not to withdraw the action from the division to which it had been properly assigned. And he did not think it was a fit case to send to an official referee. It was not intended that the official referees should decide the issues in an action; they were only to decide the facts, so as to enable the court to decide the issues. The action must be tried in the ordinary way without a jury.—SOLICITORS, *Miller & Miller; Beaumont & Warren.*

R. S. C., 1883, ORD. 32, R. 6—APPLICATION FOR JUDGMENT ON ADMISSIONS IN PLEADINGS—MOTION OR SUMMONS.—In a case of *Gough* v. *Heatley*, before Pearson, J., on the 15th inst., a motion was made, on the ordinary motion day, by the plaintiff on admissions in the pleadings for a judgment in the terms of the claim contained in his statement of claim. Rule 6 of order 32 provides that "any party may at any stage of a cause or matter, where admissions of fact have been made, either on the pleadings or otherwise, apply to the court or a judge for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the court or a judge may, upon such application, make such order, or give such judgment, as the court or judge may think just." PEARSON, J., declined to hear such an application, which was equivalent to the trial of the action on a motion. He said that in such cases he should require a summons to be taken out in his chambers. The summons would then be adjourned into court and would be set down in the list of adjourned summonses.—SOLICITORS, *E. Flux & Leadbitter; Smith, Fawdon, & Low.*

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before PEARSON, J.)

Jan. 10.—*Finlay & Co.* v. *Scott & Son.*

Third-party notice—Claim to indemnity—Identical contracts—Plaintiff's right of appeal against leave to serve—Ord. 16, r. 48.

This was an appeal by the plaintiffs from an order of the district registrar of Manchester, giving the defendants leave to issue and serve a notice upon Messrs. Dodd & Atkinson, claiming indemnity over against them, pursuant to ord. 16, r. 48.

The action was brought for damages for false representation and breach of warranty on the sale to the plaintiffs by the defendants of fourteen carding engines. The carding engines in question were bought by the defendants from Dodd & Atkinson, and sent by the latter, at the request of and without inspection by the defendants, direct to the plaintiffs at Bombay, in performance of a contract between the defendants and the plaintiffs identical in its terms with that between the defendants and Dodd & Atkinson. When the machinery arrived at Bombay, it was alleged not to be in accordance with the description in the contract, and the present action was brought.

Upon the defendants applying to the district registrar for leave to serve the notice of indemnity, he declined to give leave in the absence of the plaintiffs. Notice of the application was accordingly served upon the plaintiffs, and, after hearing them, the registrar made the above order.

Channell, for the plaintiffs.—Ord. 16, r. 48, takes the place of the rescinded ord. 16, r. 17. Under the rescinded rule this order might have been made, because under that rule a third party might be brought in when the defendant was entitled to any remedy or relief against him, or where for any cause it appeared desirable that a question should be determined as between plaintiff and defendant and the third party. All those words are now left out, and the present rules confine the right to cases of contribution or indemnity. This is neither. It is clearly not contribution. It is said that it is a case of indemnity; but by selling a man goods you do not undertake to indemnify him against all the consequences that may follow from his selling those goods to a third party.

Aspland, for the defendants.—First, the plaintiffs should not be heard at this stage. The third party may never appear. He would then be bound,

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

and the plaintiffs are not at all injured. The plaintiffs should only come here upon the summons for directions under ord. 14, r. 52. [PEARSON, J.—That applies where the order has been obtained *ex parte*. Here the registrar has, in his discretion, refused to make the order *ex parte*, and has made it only after notice to the plaintiff and his being heard. That being so, the plaintiff is entitled to appeal against the order for leave to serve the notice.] Secondly, this is a case of indemnity. The defendants have an order for certain articles, describing them, and they copy that description and send it to a third party, who supplies the articles to carry out the order, and they do not answer the description. Can it be said that that is not a case for indemnity? He cited *Hornby* v. *Cardwell* (L. R. 8 Q. B. D. 82).

PEARSON, J.—I shall affirm the registrar's order. I think that this is a case which really comes within the words of the rule, and that it is a claim to indemnity against a person not a party to the action. There are two contracts here; but it is apparent that, whatever would be the result of an action on one contract would be the result of an action on the other. The whole scope of these rules as to third-party procedure shows that that is the case to which they are intended to apply. I think it is plain that this is purely a case of indemnity. The district registrar was therefore quite right. I will only add that, as at present advised, I think that it is an extremely reasonable course for a master, district registrar, or chief clerk to decline to make the order for leave to serve a notice upon a third party in the absence of the plaintiff, and to direct that he should be served with notice of the application; and that, if the plaintiff does appear and oppose the order being made, he has a perfect right to appeal against the order. It seems to me to be a saving of expense, to be reasonable, and to be a course by which the question may be decided as well as it could be under the summons for directions.

Appeal dismissed; defendants' costs in any event.

Solicitors for the plaintiffs, *Cunliffe, Beaumont, & Davenport*, for *Cunliffe, Leaf, & Co.*, Manchester.

Solicitors for the defendants, *Peacock & Gracie*, Manchester.

Before FIELD, J.

Jan. 14.—*Davies & Son* v. *Stevens.*

Costs—Judgment signed under ord. 14—Town or country case.

Where a writ has been issued in London and served upon a defendant in the country, that is a country case within the judgment in *Bye* v. *Kirby* (*ante*, p. 68).

This was an appeal by the plaintiffs from the decision of Master Walton that the sum of £6 10s. was to be allowed to them as costs.

The writ in the action was issued by the plaintiffs' solicitors in London, and was served upon the defendant at Marlow by a solicitor acting for them there. Judgment was subsequently ordered under ord. 14, and the question was raised whether the decision of Mr. Justice Field in *Bye* v. *Kirby*—that the sum of £7 should be allowed in "country" cases—applied only to agency cases proper, or included cases like the present. The appeal, in the first instance, came before Mr. Justice Butt, who referred it for decision to Mr. Justice Field.

FIELD, J., held that this was a "country" case, and allowed the appeal.

Solicitors for the plaintiffs, *Cooper & Co.*

Solicitors for the defendant, *Goldring & Mitchell.*

Jan. 14.—*Hellier v. Ellis.*

Interrogatories, leave to deliver—Procuring admissions—Ord. 31, r. 1.

This was an appeal by the defendant from Master Dodgson's refusal to allow interrogatories to be administered to the plaintiff.

The action was brought for £246, being the amount of an I. O. U. and interest. The defence was that, except as to twelve shillings, a cheque for the amount had been paid to the defendant upon a day named before action brought. The plaintiff took out a summons for directions, and obtained leave to deliver interrogatories to the defendant, with liberty to either party to apply for further directions without taking out a fresh summons. The defendant then served upon the plaintiff a notice to admit the fact of payment, of which the plaintiff took no notice. The defendant then applied to interrogate the plaintiff.

B. Coleridge, for the defendant.—It is desired to ask the plaintiff whether he was not paid on that day, as is alleged in the defence. For the plaintiff, it was said that the fact of payment was in the knowledge of the defendants.

FIELD, J., allowed the appeal.

Solicitors for the plaintiff, *Coode, Kingdon, & Cotton*, for *Daw & Son*, Exeter.

Solicitor for the defendant, *S. Hamilton*, for *Friend*, Exeter.

Before MATHEW, J.

Jan. 16.—*Padgett* v. *Binns.*

Judgment on admissions in pleadings—Summons on motion—Action for possession by mortgagee—Ord. 32, r. 6—Ord. 40, r. 1.

An application for judgment on admissions in the pleadings may be made by summons.

Judgment on admissions, in an action for possession, may be obtained against a mortgagor, who denies that he is in possession, but admits the plaintiff's title as mortgagee.

This was an appeal from an order of the district registrar of Leeds, that the plaintiffs be at liberty to sign judgment upon admissions in the pleadings.

The action was brought, by mortgagee against mortgagor, for possession of mortgaged premises. The statement of defence admitted the title of the plaintiff, the making of the mortgage, and default in payment of the amount secured, but denied that the defendant retained possession of the said premises, and stated that "John Bulmer, of Grimsby, leather dealer, took possession of the same on the 10th day of October, 1883, and was, at the time the writ was issued in this action, and still is, in possession of the said premises.

Archibald, for the defendant.—First, the district registrar had no jurisdiction to make this order. Judgment on admissions in the pleadings cannot be obtained upon summons; it must be by motion. Ord. 32, r. 6, does not provide any special mode for obtaining judgment on admissions; it must, therefore, be by motion, under ord. 40, r. 1. Secondly, this is an action for possession, and the defendant denies that he is in possession. Under those circumstances the fact that he admits the plaintiff's title does not entitle the plaintiff to judgment.

Channell, for the plaintiff.—The corresponding rule, before the new rules, was rule 11 of order 40, which order was headed "Motion for Judgment"; the rule is now rule 6 of order 32, and the words "by motion," which were in the old rule, are now omitted.

MATHEW, J.—Ord. 32, r. 6, does provide how judgment is to be obtained—namely, by application to the court or a judge; the words "or a judge" imply that it may be by summons. The defendant admits that he is mortgagor of the premises, and in default, and that the plaintiff is entitled to possession as mortgagee. He merely says that someone else is in possession. The plaintiff is entitled to judgment against the defendant for what it is worth.

Appeal dismissed, with costs.

Solicitors for the plaintiff, *Eddison & Eddison.*

Solicitors for the defendant, *Hamlin, Grammer, & Hamlin*, for *B. C. Pullan*, Leeds.

Jan. 16.—*Whiting* v. *The East London Waterworks Company.*

Pleading—Statement of defence—Specifying unperformed conditions precedent—Ord. 19, r. 14.

This was an appeal from an order of Master Butler that paragraph 2 of the statement of defence should be amended or struck out.

The action was brought to recover from the defendants money alleged to have been paid to them in excess of the rates that they were by law entitled to charge for water supplied, and damages for cutting off the plaintiff's water supply.

The statement of defence said, first, that the question as to the alleged over-charges could not be re-opened after payment with knowledge of the facts; and, secondly, "With respect to the residue of the plaintiff's claim, the defendants say as follows:—The plaintiff from Christmas, 1882, during all material times, accepted and used water with knowledge and notice of the rates of payment claimed by the defendants, and without disputing such rates or the values on which the same were computed, or paying or tendering any rates or payments in advance, and without taking or requesting the defendants to take any steps to have the amounts of such rates or values settled under the company's Acts, and when called upon for payment at the usual time for the water so accepted and used, refused to pay for the same and did not take any of the steps necessary to entitle him to a further supply, and in particular did not pay or tender any rate or sum in advance or take any steps to have the rates or sums payable, or the value of the plaintiff's tenements determined by justices, wherefore the defendants refused to continue to supply water to the plaintiff until he should do all things necessary to entitle him to demand a further supply, and stopped their water from flowing into the plaintiff's premises."

Clay, for the defendants.—It is said that paragraph 2 of this defence is in contravention of ord. 19, r. 14: but it is submitted that the plaintiff is sufficiently told what he has omitted to do.

J. L. Roberts, for the plaintiff.—The conditions precedent, the performance of which the defendants intend to contest, are not distinctly specified in this pleading. It says that the plaintiff did not take any of the steps necessary to entitle him to a further supply, and particularizes one or two of them; and then says that the defendants refused to continue to supply water to the plaintiff until he should do all things necessary to entitle him to demand a further supply. They must set out everything that they allege to be a condition precedent to supplying the plaintiff with water.

MATHEW, J.—The defendants say that the plaintiff did not pay or tender any sum in advance, and did not take any steps to have the question determined by justices, and that those are two things necessary to entitle him to have a further supply. All the steps to be taken are prescribed in the company's Acts which are referred to. I have not to decide whether this is a good or bad defence, but only whether it is an infringement of the rule. The appeal must be allowed.

Appeal allowed. Costs in cause.

Solicitors for the plaintiff, *Wild, Browne, & Wild.*

Solicitors for the defendants, *Bircham & Son.*

CASES OF THE WEEK.

SETTLEMENT BY INFANT—POST-NUPTIAL SETTLEMENT—INFANTS' SETTLEMENT ACT (18 & 19 VICT. c. 43), s. 1—MARRIAGE OF WARD OF COURT—FORM OF SETTLEMENT.—In a case of *In re Wall*, before the Court of Appeal on the 14th inst., a question arose as to the construction of section 1 of the Act 18 & 19 Vict. c. 43, which enables an infant, "upon or in contemplation of his or her marriage, with the sanction of the Court of Chancery, to make a valid and binding settlement or contract for a settlement of all or any part of his or her property." The question was whether this applied to a post-nuptial settlement. A gentleman had clandestinely married a ward of court, and he had been afterwards committed for his contempt. He applied for his release upon the terms of his submitting to execute a settlement of the wife's property. A settlement was prepared, by which the property was settled in the most stringent terms upon the wife; but, although the husband, by his counsel, stated his willingness to execute it, the wife positively refused to do so, on the ground that she had very strong objections, from family reasons, to one of the proposed trustees, and also that she declined to consent to a provision which prohibited her from making any appointment by will in favour of her husband, in the event of her predeceasing him without leaving issue of the marriage. Kay, J., was of opinion that the objections raised by the wife were really instigated by the husband or his family, and directed that the settlement should first be presented to the wife for her execution, and that, when it had been executed by her, and not till then, it should be tendered to the husband for his execution, and, until this had been done, he should not be released from Holloway Gaol. The Court of Appeal (Lord SELBORNE, C., and COTTON and FRY, L.JJ.) held (COTTON, L.J., differing) that the Act applied to a post-nuptial settlement. Lord SELBORNE, C., said that, to the best of his judgment, the words of section 1 were wide enough to include a settlement after the marriage, either of a male or female infant. No inference to be drawn from the language of section 3 or 4 was strong enough to rebut that conclusion, if it were a reasonable construction of section 1. The Act was not confined to marriage of wards of court which amounted to a contempt of court, but it might be very desirable to exercise the powers given by it in the case of marriages which had taken place under circumstances which had prevented the exercise of any prudence or forethought. Infants might make secret or other marriages without the knowledge of their friends, and in such cases might afterwards be induced by the offers and persuasions of their friends to be desirous of making such a settlement as would be prudent and beneficial. Would it not, then, be reasonable in such a case for the Legislature to provide that they might do so? It would have been an oversight on the part of Parliament not to enable the Court of Chancery to sanction a settlement in case of the improvident marriage of an infant. That argument would not, however, weigh with him if the Act were open to a reasonable construction the other way. But, looking to the words of section 1, he was struck by the words "upon or in contemplation of marriage." Was the latter expression expository of the first, or was the word "or" disjunctive in its ordinary sense? If "or" was used disjunctively, then the words of the section were applicable to post-nuptial settlements. Another suggested construction was that the words "in contemplation of" were inserted to meet the case in which there had been a treaty for a marriage which went off before the marriage was solemnized. His lordship preferred the other construction, which was supported by the wording of a subsequent portion of the same section, by which infants were enabled to make, not only a settlement, but a contract for a settlement. He assumed that the Legislature contemplated a case in which there was nothing more than a mere contract before the marriage was solemnized. It would be strange, however, if the Legislature had intended that no actual post-nuptial settlement should be made in pursuance of an interrupted contract. Such a settlement might, he thought, be executed without waiting until the infant attained the age of twenty-one years. There was no binding authority on the question, but such authority as was to be found was in favour of the construction which he had adopted. His lordship, after referring to the subsequent sections of the Act, came to the conclusion that they contained nothing to induce him to arrive at a conclusion different from that at which he had arrived on section 1, and accordingly held that the court had power under the Act to sanction a post-nuptial settlement of the infant's fortune. COTTON, L.J., entertained some doubt whether, upon a proper construction of the words, the court had power to sanction a post-nuptial settlement of an infant's property. FRY, L.J., concurred in the judgment of the Lord Chancellor.

The question then arose what was the proper form of settlement. COTTON, L.J., was of opinion that the proposed settlement should be varied in accordance with the wishes which had been so decidedly expressed by the wife. With respect to one of the gentlemen who had been proposed to be appointed trustees of the settlement, she entertained a strong objection, which was one of feeling. Now it was highly desirable that trustees of a settlement should be persons with whom the persons beneficially interested under the settlement would be able to hold friendly intercourse. The better course, therefore, would be to have the three persons named by the wife appointed as trustees, on the production of affidavits as to their fitness. Then, as to the more important question whether the settlement should give the wife a general power of appointment by will—when a marriage with a ward had taken place without the consent of the court, the rule was that the party offending would not be allowed to take any interest in the property which he acquired at law by reason of the marriage. But it was a very different question whether, in such a case, the wife should be deprived of all power of giving her husband an interest in her property. Though there had unquestionably been an intentional contempt of court on the part of the husband, nothing was suggested against his moral conduct. In his lordship's opinion the better course, in the interests of both husband and wife, and for their happiness during their married life, would be that she should not be restricted in the power of giving an interest to her husband by will in the event of her dying without issue. Differing in this respect from Kay, J., he did not think that to exclude such a power altogether was a good way of inflicting punishment upon the offending husband. For his contempt he had already been punished, and, having regard to the interests of husband and wife, the proper order would be that the settlement should be altered by striking out the provision as it now stood, and substituting a clause giving the wife a general power of appointment by will. FRY, L.J., concurred. The Lord Chancellor had left the court before the second point was decided.—SOLICITORS, *Duncan, Warren, & Gardner; F. J. & G. J. Braikenridge; Bartley & James.*

DIVORCE—VARYING PROVISIONS OF SETTLEMENT—ADULTERY OF WIFE—2 & 23 VICT. c. 61, s. 5.—In a case of *Clifford* v. *Clifford*, before the Court of Appeal on the 11th inst., a question arose as to varying the provisions of a post-nuptial settlement, after a dissolution of the marriage by reason of the adultery of the wife. The marriage took place in 1864. In 1881 differences arose between the husband and wife and they separated, and a deed was executed by which the husband covenanted with a trustee to pay to him, during the joint lives of the husband and wife, an annual sum of £52, in trust for the wife for her separate maintenance and support. The deed did not contain any express provision that the annuity should cease in case of the adultery of the wife. After the execution of this deed the wife went to live separately, and very shortly afterwards she committed adultery. The husband then instituted this suit for dissolution of the marriage, and a decree *nisi* for a dissolution was pronounced in March, 1882. The wife had made allegations of cruelty against the husband, but when the action came on for trial she did not support her charges by any evidence, and did not defend the action. The decree for dissolution was made absolute in November, 1882. The husband in November, 1883, applied to the court for an order setting aside or varying the separation deed. Butt, J., refused the application, being of opinion that, having regard to the amount of the husband's income, the allowance of £52 a year was not excessive. The Court of Appeal (COTTON and FRY, L.JJ.) reduced the wife's allowance by one-half. COTTON, L.J., said that if Butt, J., had really exercised any discretion as to the amount which the wife should be allowed to receive, having regard to the circumstances, this court would have had great difficulty in interfering. But the learned judge seemed to have considered that the question was as to the amount of alimony to which the wife was entitled, having regard to the income of the husband. His lordship was of opinion that this was not the proper way of dealing with such a case. The question was whether a proper case had been shown for interfering with the provisions of the deed, and his lordship was of opinion that such a case had been shown. It was true that the separation deed contained no provision for the cesser of the annuity in the event of the adultery of the wife. But the allowance was made by the husband to her as his wife, and, though the deed was not at an end by reason of the dissolution of the marriage, still the court ought to consider the altered circumstances. The marriage had been dissolved by reason of the wife's misconduct, and her conduct in the prosecution of the suit ought also to be taken into consideration. She made gross and unreasonable charges against her husband, which she did not think fit to support at the trial, and in this way she put him to unnecessary expense. His lordship did not think that the whole of the £52 should be paid to the husband; indeed, that had hardly been pressed for. He did not intend to decide that under no circumstances the court should make such an order. But in the present case, having regard to all the circumstances, he thought it would be proper to reduce the allowance to Mrs. Clifford by one-half. FRY, L.J., was of the same opinion. He was far from saying that there might not be a case in which the court would think it right to deprive a guilty wife of the whole of an annuity which had been provided for her by her husband, under the belief that she had not been guilty of adultery. If the judge had really exercised his discretion, his lordship would be very unwilling to interfere, but, under the circumstances, he thought the order suggested by Cotton, L.J., was the proper one.—SOLICITORS, *J. H. Hortin; St. Paul & Eldridge.*

PRACTICE—PROBATE DIVISION—ORDER MADE IN CHAMBERS—APPEAL—JUDICATURE ACT, 1873, s. 50.—In a case of *Rigg* v. *Hughes*, before the Court of Appeal on the 11th inst., the question arose whether an appeal could be brought from an order made by the President of the Probate Division personally in chambers, unless the judge had certified that he did not desire to hear further argument in court. After consulting Hannen, P., the court (COTTON and FRY, L.JJ.) laid down that the practice for the future is to be as it is in the Chancery Division—viz., that either a certificate is to be obtained from the judge that he does not desire to hear further argument in court, or a motion is to be made in court to vary the order made in chambers.—SOLICITORS, *Field, Roscoe, & Co.; Iliffe, Russell, & Co.*

PRACTICE—DEFAULT OF PLEADING—MORTGAGOR AND MORTGAGEE—FORECLOSURE JUDGMENT—ACCOUNTS.—In the case of *Loughran* v. *The Chapel House Colliery Company (Limited)*, before Chitty, J., on the 12th inst., a motion was made by the plaintiff for judgment in default of pleading. It appeared that the action was for foreclosure, and it was stated that the mortgage debt was some £50,000, and the security was worth less than £20,000. The statement of claim stated the amount due, but contained no

statement that the security was deficient. The defendants had delivered no defence. The plaintiff asked that the taking of accounts should be dispensed with, and referred to *Taylor* v. *Mostyn* (L. R. 25 Ch. D. 48). CHITTY, J., said that, as the statement of claim had not stated that the security was deficient, he could not make an order dispensing with the account. He would, however, make an order for the usual foreclosure judgment without prejudice to any application the plaintiff might make in chambers to stay the taking of the accounts, and make the foreclosure absolute.—SOLICITORS, *Chester, Mayhew, Broom, & Griffiths*, for *Crofton*, Manchester.

INJUNCTION—MISREPRESENTATION—LIBEL INJURIOUS TO TRADE—"FIRST PRIZE GOLD MEDAL."—In the case of *Roper's Patent Seat Raft and Marine Life-Saving Apparatus Company* v. *Copeman's Patent Seat Raft and Marine Life-Saving Association (Limited)*, before Chitty, J., on the 14th inst., his lordship delivered judgment on a motion to restrain the defendants from circulating a prospectus or advertisement to the effect that Copeman's Patent Seat Raft had been awarded the first prize at the International Fisheries Exhibition, 1883. It appears that Roper, Copeman, and a third person had each obtained a gold medal for rafts for saving life, and that Roper had also received a special prize for life-saving apparatus of every description. A company had recently been formed for the purpose of acquiring and supplying Copeman's invention, and had, in their prospectus, made the statement complained of, which was as follows:—"Copeman's Patent Seat Raft has already been awarded First Prize Gold Medal—International Fisheries Exhibition, 1883." This was printed in red letters and large type. Chitty, J., said that the plaintiffs, to make out their case, must show that the statement complained of was not only untrue in fact, but also calculated to injure their business, for a false statement could not be restrained by injunction on the sole ground of its falsity (*Batty* v. *Hill*, 11 W. R. 745, 1 H. & M. 264). Therefore the case before the court was that of a libel injurious to business and analogous to a case of slander of title (*Thomas* v. *Williams*, 28 W. R. 983, L. R. 14 Ch. D. 864; *Thorley* v. *Massam*, 28 W. R. 966, L. R. 14 Ch. D. 763). On the facts before the court there was no case made out of an endeavour on the part of the defendants to pass off as their own the plaintiffs' inventions, and the question which arose was whether an untrue statement had been made in disparagement of the plaintiffs' business. The Commissioners of the Exhibition had distributed amongst the members of the class in which the parties competed four classes of prizes—viz., gold, silver, and bronze medals, and diplomas of honour—and they had also in their gift a special and supplementary prize. Roper, who had obtained this prize, had undoubtedly been more successful than Copeman, but all the prizes, including the special prize, were given in respect of the exhibits as a whole, and not in respect of the particular inventions, although, no doubt, the jury, in making their awards, took the inventions into account. The statement complained of contained no mention of Roper's invention, but the plaintiffs contended that, as it was stated that Copeman obtained first prize, the inference to be drawn was that Roper came off with second honours. Had the case been one in which the plaintiff had, in so many words, received a "first prize," and the defendants, in so many words, received a second prize, the plaintiff would have been entitled to an injunction against the defendant, when representing that his, the defendant's, prize was the first prize. This, however, was not the case here. The defendants made use of neither the definite nor the indefinite article, but simply the words first prize; and, in the letter received by Copeman announcing the awards, the gold medals were described as first prizes. Although it would doubtless have been more candid on the part of the defendants had they confined their statement to saying that they had obtained one of three first prizes, yet what they had said could not be held to amount to a statement that they had received the first or the only first prize. To hold the defendants' statement to be a misrepresentation would, therefore, be going too far. It was, at the utmost, ambiguous. There was also at present before the court no evidence of special damage sufficient to show that the statement was calculated to deceive, and the case before the court was, in this respect, distinguishable from *Cocks* v. *Chandler* (19 W. R. 593, L. R. 11 Eq. 446), because, in that case, the plaintiff showed that his article had acquired a trade reputation. The motion must therefore be dismissed. Costs would be costs in the action.—SOLICITORS, *W. A. Crump & Son*; *Clarke, Woodcock, & Ryland.*

VENDOR AND PURCHASER—COPYHOLD—ENFRANCHISEMENT—TRUSTEE—ACKNOWLEDGMENT OF PURCHASER'S RIGHT TO PRODUCTION OF DEEDS—UNDERTAKING—VENDOR AND PURCHASER ACT, 1874, s. 9—CONVEYANCING ACT, 1881, s. 3, SUB-SECTION 2; s. 9.—In a case of *Re Agg Gardner*, before Bacon, V.C., on the 11th inst., copyholders, who had contracted with the lord of the manor to purchase the enfranchisement of the property, claimed to have inserted in the enfranchisement deed an acknowledgment by the lord and a trustee, in whom the legal estate of the manor was vested, of their right to the production of title deeds and court rolls, and also an undertaking by the lord and the trustee for the safe custody thereof. The vendors objected that the proposed clause was too wide in its terms, and further, that the trustee could not be called upon to give an undertaking; but they offered to give a modified acknowledgment and an undertaking by the lord only. BACON, V.C., said that a trustee could not be called upon to give an undertaking. The form offered was, in his opinion, more than the purchasers were entitled to, and they must be satisfied with it. Summons dismissed with costs.—SOLICITORS, *Peacock & Goddard*, for *E. T. Brydges*, Cheltenham; *Merediths & Co.*, for *Twehurst & Sons*, Cheltenham.

COMPANY—WINDING UP—APPOINTMENT OF LIQUIDATOR—NOMINEE OF PERSON HAVING CARRIAGE OF ORDER.—In a case of *In re The Hoyland and Silkstone Colliery Company*, on the 14th inst., PEARSON, J., said that, in the absence of any direction by the Court of Appeal, he should not act on any supposed rule that the nominee of the person who had the carriage of an order to wind up a company was, as a matter of course, to be appointed liquidator, unless some good cause was shown against him.—SOLICITORS, *Cunliffe, Beaumont, & Davenport*; *W. W. Wynne & Son*; *Beale, Marigold, & Co.*; *Singleton & Tattershall.*

TRADE-MARK—REGISTRATION—FANCY NAME—NAME DESCRIPTIVE OF ARTICLE.—In a case of *Leonard* v. *Wells*, before Pearson, J., on the 11th inst., an application was made to remove from the register a word which had been registered as a trade-mark, on the ground that it was not a mere fancy name, but a word descriptive of the article to which it was applied. The article was a lubricating oil, and the word "valvoline" had been registered as a trade-mark. The plaintiffs' oil had become known in the trade by this name for several years before the registration was made by them. The plaintiffs claimed an injunction to restrain the defendants from using the name for oil not manufactured by the plaintiffs; the defendants asked that the name might be removed from the register on the above ground. PEARSON, J., held that the name was merely descriptive of the particular kind of oil, and that it was not a proper trade-mark, and he ordered it to be removed from the register, and he refused the plaintiffs' motion for an injunction.—SOLICITORS, *Paddison, Son, & Co.*

MORTGAGE—FORECLOSURE ACTION—SUCCESSIVE MORTGAGES—TIME FOR REDEMPTION.—In a case of *Smith* v. *Olding*, before Pearson, J., on the 12th inst., a question arose as to the form of a foreclosure judgment. The defendants were a mortgagee subsequent to the plaintiff, and the mortgagor. The question was whether, as in *Bartlett* v. *Rees* (19 W. R. 1046, L. R. 12 Eq. 395), one period of six months should be allowed for redemption by both the defendants, or whether there should be successive periods of redemption. It was stated that *Bartlett* v. *Rees* had since been followed by Bacon, V.C., but that in one case Fry, J., had refused to follow it. PEARSON, J., held that only one period of six months should be allowed for redemption by both the defendants.—SOLICITORS, *Alfred Hincks & Arnold*; *Martineau & Reid*; *Russell, Son, & Scott.*

LIFE INTEREST—CESSER ON BANKRUPTCY—GIFT OVER TO CHILDREN—TIME FOR ASCERTAINING CLASS.—In a case of *In re Bedson's Trusts*, before Pearson, J., on the 12th inst., a question arose as to the time for ascertaining the class of children of a tenant for life of a trust fund, who were to take the fund, there being a proviso for the cesser of his life interest in the event of his bankruptcy. A testator gave £1,200 to trustees on trust during the life of his son to pay the income to him, and after his death on trust to pay and divide the fund equally unto and among all his children as and when they should attain twenty-one, and, if but one child, then to such only child; and in case the son should die without leaving any such child or children, or, leaving such, they should die under twenty-one, the fund was to sink into the residue of the testator's estate. And the testator directed that, if his son should be adjudicated bankrupt, the £1,200, and the income thereof, should thenceforth immediately go and be payable or applicable to or for the benefit of the child or children of the son "in the same manner as if he was naturally dead," or, in default of such child or children, should sink into the residue. After the death of the testator the son was adjudicated a bankrupt. At the date of the adjudication he had two children, both of whom were then infants. After the adjudication four other children were born to him. A petition was presented by the two children born before the adjudication, the eldest of whom had attained twenty-one, praying that a moiety of the fund (which was in court) might be paid out to the eldest, and that the other moiety might be carried over to the account of the contingent share of the second child, who was still an infant. The petition was opposed by the four infant children born after the adjudication, who claimed to be entitled to a contingent interest in the fund. On behalf of the petitioners it was contended that, on the happening of the adjudication, the son was to be treated as if he were actually dead, and that the class of children who were to take must be ascertained just as if he was in fact dead, that is that only those children who were living at the date of the adjudication could take. PEARSON, J., held that all the children were entitled to share in the fund, conditionally upon their attaining twenty-one. It was not necessary to decide whether, if the son had had no children at the date of the adjudication, the fund would at once have absolutely gone into the residue. His lordship was of opinion that the meaning of the proviso was that, on the adjudication, the devolution of the fund was to take place in the same way as if the son had been then dead—*i.e.*, it was to devolve on all his children who should attain twenty-one—not that the class of children was to be finally ascertained at the date of the adjudication. This view was strengthened by the gift over in default of children. There was no reason for cutting down the class.—SOLICITORS, *Chester, Mayhew, & Co.*

MARRIAGE SETTLEMENT—AGREEMENT TO SETTLE OTHER PROPERTY OF WIFE—CONSTRUCTION.—In a case of *Blockley* v. *Blockley*, before Pearson, J., on the 12th inst., a question arose as to the effect of an agreement to settle property of a wife other than that which was comprised in a settlement made upon the marriage—whether the agreement applied to property acquired by the wife after the date of the agreement, or whether it was limited to any property which might be possessed by her at the date of the agreement other than that comprised in the settlement. By the settlement certain specified property of the wife (who at the time of the marriage was a widow) was settled on the usual trusts, but the deed con-

tained no covenant or agreement for the settlement of other property of the wife. This was apparently an accidental omission, for a contemporaneous agreement was executed by the husband and wife before the marriage, which contained a recital of the settlement, and that it had been agreed that any property which the wife "may be entitled to other than that included in the settlement" should be settled upon trusts similar to those of the settlement. And it was thereby agreed that, in case the wife "shall be entitled to any property other than that contained in the settlement," the same should be settled upon trusts corresponding to those declared by the settlement. The wife afterwards, on the death of her father intestate, became entitled to a share of his personal estate. This share was claimed by the trustee of the husband, who had been adjudicated a bankrupt. It was contended on behalf of the trustee that, if it had been intended to include property which the wife might acquire after the date of the agreement, the words of the agreement should have been, not "may *be* entitled" and "shall *be* entitled," but "may *become* entitled," and "shall *become* entitled." PEARSON, J., however, held that the words had a wider scope, and that they included the property acquired by the wife after the date of the agreement.—SOLICITORS, *Roscoe, Hincks, & Sheppard; Gush, Phillips, & Walters.*

SOCIETIES.

INCORPORATED LEEDS LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

Conveyancing Charges.—On the 26th of January, 1872, the following rule of practice as to the payment of the costs of lease and counterpart was adopted:—"That in the absence of any special arrangement to the contrary (1) the lease is to be drawn and engrossed by the lessor's solicitor at the expense of the lessee; (2) that where a counterpart is required, it is to be engrossed by the lessor's solicitor at the lessor's expense." These rules having been found to conflict with the General Order made in pursuance of the Solicitors' Remuneration Act, 1881 (Schedule I.), it was thought desirable to rescind them, and they were accordingly rescinded by resolution at an extraordinary general meeting of the society, held on the 28th of March last.

Supreme Court of Judicature District Courts Bill; High Court of Justice Continuous Sittings Bill.—These two Bills (the former of which was brought in by Mr. Joseph Cowen and others, and the latter by Mr. Whitley and others) were designed to provide for the better local administration of justice. Mr. Cowen's Bill proposed the formation of district courts of the High Court of Justice in seven of the most important centres in the country, Leeds and Bradford conjointly being one of such centres. The courts constituted at such centres were intended to have jurisdiction over a district consisting of the district of the several county courts allotted to them in the schedule to the Bill; and it was proposed that judges with a salary of £3,000 a year should be appointed judges of each district, with a jurisdiction in all actions and proceedings which could be taken either in the High Court of Justice or in a county court, under the following circumstances:—(1) If the cause of action should arise wholly or in part within the circuit of the district court; (2) if the defendant or one of the defendants should dwell or carry on business within six calendar months within such circuit; (3) if the real or personal estate sought to be administered should be situated wholly or in part within such circuit; (4) by consent. On careful consideration of the District Courts Bill, the committee came to the conclusion that it would not answer its purpose, so far at least as the wants of this district are concerned; they considered that suitors having cases which could not either by consent or under the provisions of section 26 of the County Court Act, 1856, and sections 7 and 10 of the County Court Act, 1867, be tried in the county court would be unwilling to refer them to any tribunal other than one presided over by a judge of the High Court. It did not seem to them that judges of the district court, who were by the Bill empowered to be taken from the county court bench, however able they might be, would have the same qualifications or would command the same confidence as the judges of the Supreme Court for the trial of cases of the kind which the district courts were designed to deal with; and that, as regarded the facilities given for local hearing under the Bill, the requirements of the case would be met by three, or at the most four, civil assizes in this district.

Mr. Whitley's Bill attempted to deal with the question in another direction, by forming district courts of the High Court of Justice in the county of Lancaster, at which judges of the High Court should sit continuously. Although the committee did not think that the business in the West Riding would justify them in asking for continuous sittings in Yorkshire, they considered that the proposal was in the right direction, as it provided for the trial of cases of importance before the judges of the High Court, and they accordingly petitioned in favour of the Continuous Sittings Bill, and against the District Courts Bill.

Since the report of the committee on the District Courts Bill of last session was adopted, that measure has been re-issued by the Queen's printers in the form of a draft Bill; and, as your committee are led to understand, in an altered and improved shape. The draft is dated the 14th of November, 1883. The attention of the society has been called to the Bill by the Newcastle Law Society, and the committee have accordingly referred the Bill to a sub-committee for examination and report. The Associated Provincial Law Societies will meet in London on the 20th inst., to consider the matter, at the invitation of the Newcastle Society.

Bankruptcy.—The Bankruptcy Bill, when introduced into the House of Commons, received the careful attention of the committee, who held a number of sittings in connection with it, and made various suggestions, some of which received favourable consideration. The committee felt it useless to attempt to protest against the leading principle of the Bill, by which the general supervision of bankruptcy is committed to the Board of Trade, although they entertained very grave doubts as to whether or not the important alteration in that respect effected by the Act would prove beneficial. It is extremely difficult to form a reliable opinion as to whether the Act will be found to be an improvement on its predecessors. One thing, however, would seem to be pretty sure—viz., that the working of it will be clogged with considerably more routine than has been known in previous years; unless the procedure under those sections which provide for the settlement of the debtor's affairs by a scheme of arrangement be largely adopted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst.; Mr. Wm. Beriah Brook in the chair. The other directors present were Messrs. S. Harry Asker (Norwich), Saml. Harris (Leicester), Edwin Hedger, John H. Kays, Richard Pennington, Philip Rickman, Henry Roscoe, Sidney Smith, W. Melmoth Walters, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £220 was distributed in grants of relief, and other general business was transacted.

NEW ORDERS, &c.

THE BANKRUPTCY ACT, 1883.

January 1, 1884.

I, The Honourable Sir Lewis William Cave, one of the Justices of the High Court, being the Judge assigned in pursuance of the 94th section of the above-mentioned Act to transact and dispose of matters in Bankruptcy, do hereby by virtue of the said Act and of the Bankruptcy Rules, 1883, and of all other General Rules, Orders, and Powers enabling me in that behalf, direct as follows:—

1. On and after the first day of January, 1884, until further order, the Registrars in Bankruptcy of the High Court shall hear and determine, at the Bankruptcy Buildings, Lincoln's-inn-fields, the following matters and applications which by the said Rules are directed to be heard and determined in open Court, that is to say,

(*a.*) The public examination of debtors;
(*b.*) Applications to approve a composition or scheme of arrangement;
(*c.*) Applications for orders of discharge or certificates of removal of disqualifications.

2. On and after the first day of January, 1884, until further order, the Registrars in Bankruptcy of the High Court shall hear and determine, at the Bankruptcy Buildings, Lincoln's-inn-fields, all matters and applications which by virtue of the said Rules may be heard and determined in Chambers, except the following matters and applications, that is to say:—

(*a.*) Applications by a creditor for leave to commence any action or other legal proceedings under section 9;
(*b.*) Deciding on the validity of an objection by the Board of Trade to the appointment of a trustee under section 21;
(*c.*) Applications by a trustee for leave to disclaim a lease under section 55;
(*d.*) Applications for an order rescinding any contract made with the bankrupt under section 55;
(*e.*) Opposed applications for a vesting order under section 55;
(*f.*) Special cases stated for the opinion of the High Court under section 97;
(*g.*) Applications to transfer actions under section 102 (4);
(*h.*) Applications by the Board of Trade under section 102 (5);
(*i.*) Applications by a trustee for leave to commence an action in the names of the trustee and of the bankrupt's partner under section 113;
(*k.*) Applications for the approval or for the amendment of issues of fact, to be tried by a jury under rule 84;
(*l.*) Applications for direction as to the trial of issues of fact under rule 86; and
(*m.*) Applications for directions as to the trial of actions brought by a trustee under rule 91.

3. Any matter or application which a registrar has jurisdiction to hear and determine under the above-mentioned Act and the General Rules made in pursuance thereof and this order or any of them, except judgment debtor summonses under section 5 of the Debtors Act, 1869, shall be adjourned to be heard before the judge:

(*a.*) If all the contending parties require the matter or application to be so adjourned;
(*b.*) If any of the contending parties, or, in the case of an *ex parte* motion, if the applicant requires the matter or application to be so adjourned and the registrar is of opinion that it involves a question of difficulty on the ground of novelty or otherwise.

4. Where any matter or application is adjourned to be heard by the judge, the registrar shall certify to the judge whether the matter or application is adjourned at the request of all or of some and which of the parties, and in the latter case the registrar shall also state shortly the question of difficulty involved.

5. Where any matter or application is so adjourned by a registrar sitting in open court, it shall be adjourned to be heard by the judge in open court. Where any matter or application is so adjourned by a registrar sitting in chambers it shall, if any of the contending parties, or, in the case of an *ex parte* motion, if the applicant so requires, be adjourned to be heard by the judge in open court, but otherwise it shall be adjourned to be heard by the judge in chambers. LEWIS W. CAVE.

GENERAL RULE

Additional to the Bankruptcy Rules, 1883, made pursuant to Section 127 of the Bankruptcy Act, 1883.

Any matter or application pending before a Registrar which, under the Bankruptcy Act, 1883, or the Bankruptcy Rules for the time being in force under that Act a Registrar has jurisdiction to determine shall be adjourned to be heard before the Judge, if the Judge shall, either specially or by any general direction applicable to the particular case, so direct.

This Rule shall come into operation from and immediately after the 31st day of December, 1883.

Dated the 31st day of December, 1883.

(Signed) SELBORNE, C.
J. CHAMBERLAIN,
President of the Board of Trade.

THE BANKRUPTCY ACT, 1883.

January 1, 1884.

By virtue and in exercise of the power given by the 135th section of the above-mentioned Act, I, the Honourable Sir Lewis William Cave, the Judge of the High Court of Justice to whom Bankruptcy business is assigned, hereby authorize and appoint Samuel Radness Stockton, George Falkner, Henry Alfred Stacey, William Notson, Thomas Smith, Henry Wright, Henry Perkins, Edward Grainger Austin, Frederick Plaskett Brown, and Richard Humphris, being officers attached to the said High Court in Bankruptcy, to be persons before whom affidavits, affirmations, and declarations to be used in a Bankruptcy Court may be sworn, taken, or made. LEWIS W. CAVE.

I, The Right Honourable Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, by virtue of the one hundred and third section of the Bankruptcy Act, 1883, and all other powers enabling me in that behalf, do hereby order that on and after the 1st day of January, 1884, the jurisdiction and powers under section 5 of the Debtors Act, 1869, now vested in the High Court of Justice, shall be assigned to and exercised by the judge to whom Bankruptcy business is assigned, and do further order that the said jurisdiction and powers shall be delegated to and exercised by the Bankruptcy Registrars of the High Court, subject to an appeal by any person affected by any order or decision of such Registrars to the judge to whom Bankruptcy business is assigned, provided that if any case shall appear to the Bankruptcy Registrar to be one for committal, he shall adjourn the same to be heard before the judge to whom Bankruptcy business is assigned.

January 1, 1884. SELBORNE, C.

I, Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, by virtue of the ninety-fourth section of the Bankruptcy Act, 1883, and all other powers enabling me in that behalf, do hereby order that, during the absence on the circuit commencing on the 11th day of January next of the Honourable Mr. Justice Cave, all the matters in the said ninety-fourth section mentioned may be transacted and disposed of by or under the direction of the Honourable Mr. Justice Mathew, one of the justices of the Queen's Bench Division of the High Court of Justice, and that the said Honourable Mr. Justice Mathew shall be the judge of the High Court named for that purpose.

January 7, 1884. SELBORNE, C.

REGULATIONS

For the Conduct of Business in Bankruptcy before the Judge, and for the Hearing of Appeals and Adjourned Summonses under the Fifth Section of the Debtors Act, 1869.

1. All matters and applications in Bankruptcy which by the Act or the Rules, or the general or special directions of the judge are to be heard before him, except matters and applications adjourned by a Registrar to be heard by the judge in chambers, will be heard in open court unless otherwise ordered.

2. The judge will sit in open court at the Royal Courts of Justice on every Monday during the sittings of the High Court, unless notice to the contrary is given, and if the business set down for any Monday is not disposed of on that day, the judge will sit on the following Tuesday for the purpose of completing such business.

3. All matters and applications for hearing before the judge in open court, except *ex parte* motions, shall be set down in a list to be kept at the office of the senior registrar, and will be heard in the order in which they are set down in such list, except in cases of emergency, or for any other sufficient cause.

4. *Ex parte* motions will be heard immediately on the sitting of the court before all other matters and applications, and in case of emergency may by leave of the judge be made at any time during the day.

5. The hearing of applications for the committal of any person to prison, the hearing of objections by the Board of Trade to the appointment of a trustee, and the hearing of matters and applications adjourned by a registrar to be heard before the judge in open court, shall take place on such Monday during the sittings as the registrar shall appoint, or so soon thereafter as the matter or application can be heard.

6. Every notice of motion to be heard before the judge shall name some Monday during the sittings for hearing the motion, and such motion will be heard on the Monday so named, or so soon thereafter as the motion can be heard.

7. The judge will sit in chambers at the Bankruptcy Buildings, Lincoln's-inn-fields, on every Saturday during the sittings of the High Court (unless notice to the contrary is given) for the purpose of hearing matters and applications adjourned by the registrars to be heard before the judge in chambers, and also for the purpose of hearing appeals and adjourned summonses under section 5 of the Debtors Act, 1869. In case of emergency *ex parte* motions may also be made before the judge in chambers.

8. All such matters, applications, appeals, and adjourned summonses for hearing before the judge in chambers shall be set down not later than one o'clock on the previous Friday, in a list to be kept at the office of the senior registrar, and will be heard in the order in which they are set down in such list.

9. In the ensuing Hilary Sittings (except in cases of emergency, with respect to which such arrangements as may be necessary will be made by a judge to be named for that purpose by the Lord Chancellor under the Act), the judge will not sit in open court until Monday, the 18th of February, or in chambers until Saturday, the 16th of February. Appeals from county courts standing for hearing will be heard on Monday and Tuesday, the 18th and 19th of February, and on every subsequent Monday and Tuesday during Hilary Sittings. Such appeals shall be set down for hearing in the senior registrar's list of matters and applications for hearing by the judge in open court, and will be heard in the order they are so set down. Appeals now standing for hearing shall forthwith be set down by the clerk in charge of such list for hearing on Monday, the 18th of February.

10. These regulations shall come into operation from and immediately after the date hereof.

Dated the 7th day of January, 1884. LEWIS W. CAVE.

LEGAL APPOINTMENTS.

Mr. FREELAND FILLITER, solicitor, of Wareham and Swanage, has been elected President of the Dorsetshire Law Society. Mr. Filliter is recorder of the borough of Wareham, registrar of the Wareham County Court, and clerk to the Commissioners of Taxes. He was admitted a solicitor in 1835, and he is in partnership with his son, Mr. George Clavell Filliter, who is town clerk of Wareham.

Mr. EDWARD DALE, solicitor, of Leeds, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HAROLD CHAMBERLIN, solicitor, of Yarmouth, has been appointed Clerk to the Runham Vauxhall School Board, in succession to Mr. John Cory, resigned.

Mr. JOHN TOLVER WATERS, solicitor (of the firm of Preston & Waters), of Yarmouth, has been elected Coroner for that borough, in succession to Mr. William Holt, deceased. Mr. Waters has been for some years deputy-coroner for the borough. He was admitted a solicitor in 1871.

Sir FRANCIS RICHARD SANDFORD, K.C.B., Secretary to the Education Department, has been appointed a Charity Commissioner under the provisions of the City of London Parochial Charities Act, 1883.

Mr. CHARLES MARSHALL GRIFFITH, Q.C., who has been appointed a Commissioner for the Trial of Municipal Election Petitions, in succession to Mr. Robert John Biron, who has been appointed a police magistrate for the metropolis, was educated at Wadham College, Oxford, where he graduated second class in classics in 1852. He was called to the bar at the Inner Temple in Michaelmas Term, 1855, and he is a member of the South-Eastern Circuit. He became a Queen's Counsel in 1877, and in 1880 he presided over the commission for inquiring into corrupt practices in the borough of Knaresborough. He is a bencher of the Inner Temple.

Mr. HARRY FRECKELTON GADSBY, solicitor, of Derby, has been unanimously elected Clerk of the Peace for that borough, in succession to his father, the late Mr. John Gadsby. Mr. H. F. Gadsby is also town clerk of Derby and registrar of the Derby Court of Record. He was admitted a solicitor in 1876.

Mr. ALFRED STARLING BLAKE, solicitor (of the firm of Blake & Reed), of Portsmouth, Portsea, Southsea, and Gosport, has been appointed Solicitor to the Portsmouth Union Burial Society. Mr. Blake was admitted a solicitor in 1869.

Mr. WILLIAM BAKER ETCHES, solicitor, of Whitchurch, Shropshire, has been appointed Clerk to the Whitchurch Local Board, in succession to Mr. Charles Clay, resigned. Mr. Etches was admitted a solicitor in 1877.

Mr. SAMUEL PRENTICE, Q.C., who has been appointed Judge of the Bow and Shoreditch County Courts (Circuit No. 40), in succession to Mr. John Bury Dasent, resigned, is the son of Mr. George Prentice, of Rayleigh, Essex. He was called to the bar at the Middle Temple, in Easter Term, 1843, and he is a member of the South-Eastern Circuit. He became a Queen's Counsel in 1866, and he is a bencher of the Middle Temple, of which society he was treasurer in 1881. Mr. Prentice was appointed recorder of the borough of Maidstone in 1879. He has acted as a commissioner for the trial of municipal election petitions, and he has frequently presided as assistant judge at the Middlesex Sessions.

Mr. CHARLES JAMES HUDSON, solicitor, of Gloucester, has been elected Town Clerk of the Borough of Wakefield.

Mr. FREDERICK H. HARVEY-SAMUEL, solicitor, of Lombard House, George-yard, Lombard-street, E.C., has been appointed a Commissioner for Affidavits of the Supreme Court of the Colony of New South Wales.

OBITUARY.

MR. CHARLES JOHN WILKINSON.

Mr. Charles John Wilkinson, barrister, recorder of Rangoon, died at Gipsy Hill on the 1st inst. Mr. Wilkinson was the son of Captain Wilkinson, R.N., and was born in 1834. He was educated at Trinity Hall, Cambridge, where he graduated in the first class of the law tripos in 1857, and he was called to the bar at the Inner Temple in Michaelmas Term, 1859. He shortly afterwards went to India, and for several years he practised at Calcutta with great success, and he acted for some time as an administrator-general of Bengal, and he was afterwards judge of the Chief Court of Lahore. About ten years ago he was appointed recorder of Rangoon, which office he held until his death. A year or two ago he was appointed to officiate as a judge of the High Court at Calcutta, and, on being relieved from his duties there, he returned to England on sick leave. In the autumn of last year he again started for India, but was taken ill on the voyage, and therefore returned to England. His disease terminated fatally on New Year's Day.

MR. JOHN EDWARDS PRICE.

Mr. John Edwards Price, solicitor, of Pontypridd and Cardiff, died suddenly at his residence at the latter place on the 8th inst. Mr. Price was born at Eglwysilian in 1839. He served his articles first with Mr. Russell, of Merthyr Tydvil, and subsequently with Mr. Trenerry, of Bristol, and he was admitted a solicitor in 1866, and soon afterwards he went into partnership with Mr. Edward Colnett Spickett, the present registrar of the Pontypridd County Court. The partnership expired by effux of time in 1881, and he had since practised alone at Pontypridd, where he resided, having also an office at Cardiff. Mr. Price was a perpetual commissioner for Glamorganshire, and he had an extensive practice in the district. He was secretary to the Pontypridd Chamber of Trade, and clerk to the Ystrad and Ystrdyfodwy Burial Boards. His death was caused by disease of the heart, and was almost instantaneous. Mr. Price was married to the daughter of Mr. David Williams, of Hirwain, and his widow and two children survive him.

MR. JOHN MARRIOTT.

Mr. John Marriott, barrister, Advocate-General for the Bombay Presidency, died at Bombay about ten days ago. Mr. Marriott was the son of the late Mr. John Marriott, solicitor, of Stowmarket. He was called to the bar at the Middle Temple in Michaelmas Term, 1853. Two or three years later he went to Bombay, where he had ever since practised with great success. In 1865 he was appointed Advocate-General for the Bombay Presidency, and he held that office till his death. Mr. Marriott had on several occasions been appointed to officiate as a judge of the Bombay High Court.

MR. CHARLES WILLIAM WOOD, Q.C.

Mr. Charles William Wood, Q.C., died at Paignton, on the 11th inst., aged seventy. Mr. Wood was born in 1812. He was called to the bar at Lincoln's-inn in Trinity Term, 1843, and he practised for many years on the Home Circuit. He had a junior business of a good class. He frequently appeared as junior counsel for the London and South-Western Railway Company, and he was engaged for the proprietor of the *Times* in the celebrated action of *Wason* v. *Walter*, and in other important libel cases. He obtained a silk gown in 1872, but he had for some years ceased to practise. Mr. Wood was a bencher of Lincoln's-inn. He was married to the daughter of the late Mr. Lewis Crombie, solicitor, law clerk to the Londonand South-Western Railway Company.

MR. JAMES PHILIPS LAKE.

Mr. James Philips Lake, barrister, died on the 6th inst. Mr. Lake was born in 1817. He was called to the bar at the Middle Temple in Trinity Term, 1843, and he practised for many years in the Court of Chancery, and the Palatine Court of Lancashire, and also as an equity draughtsman.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Jan. 21	Mr. Pemberton	Mr. Cobby	Mr. Teesdale
Tuesday 22	Ward	Jackson	Farrer
Wednesday 23	Pemberton	Cobby	Teesdale
Thursday 24	Ward	Jackson	Farrer
Friday 25	Pemberton	Cobby	Teesdale
Saturday 26	Ward	Jackson	Farrer
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Jan. 21	Mr. Koe	Mr. Lavie	Mr. Merivale
Tuesday 22	Clowes	Carrington	King
Wednesday 23	Koe	Lavie	Merivale
Thursday 24	Clowes	Carrington	King
Friday 25	Koe	Lavie	Merivale
Saturday 26	Clowes	Carrington	King

COURT OF APPEAL.

HILARY SITTINGS, 1884.

LIST OF APPEALS FOR HEARING.

(Set down to Saturday, 5th January, inclusive.)

APPEALS FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

General List.

1883.

(*Concluded from p.* 203.)

In re The Silver Peak Mining Co limd and Co's Acts (W C Cooper's case) app of the Co from order of Mr Justice Kay Aug 23
Weston v Sherwell app of dft from judgt of Mr Justice Denman for Mr Justice North Aug 28
Dakeyne v Cannon app of plt from Mr Justice North Sept 1
Sharp v Allen and Sons app of dfts from order of V C B Sept 1
Cleather v Twisden app of dft from part of judgment of Mr Justice Denman for Mr Justice North Sept 3
In re The International Marine Hydropathic Co limd and Co's Acts and Lancaster Acts, 1850 and 1854 app of official liquidator from V C of County Palatine of Lancaster Sept 3
In re Nation, decd Nation v Hamilton app of plt from ord of V C Bacon Sept 7
Sadgrove v Pullinger app of defts Pullinger and anr from Mr Justice Chitty Sept 7
Radford v The Manchester, Bury, Rochdale, and Oldham Steam Tramways Co. limd app of plt from V C of County Palatine of Lancaster Sept 10
Sayers v Collyer app of plt and defts British Land Co from Mr Justice Pearson Sept 15
In re Joseph Wright & Co. limd. & Co's Acts app of Thos Barnsley and ors from Mr Justice Chitty Sept 25
In re Joseph Wright & Co limd app of Saml Amphlet from Mr Justice Chitty Sept 25
In re Joseph Wright & Co limd appl of Thos Hall, a director, from Mr. Justice Chitty—set down by order
In re R Parker, the elder, decd Parker v Parker app of plts from Mr Justice Pearson Sept 26
Young v Wallingford app of defts from V C Bacon Oct 4
In re The Middleborough, Redcar, Saltburn-by-the-Sea, &c. Building Society & Co.'s Acts app of John Dunham from Mr Justice Pearson Oct 6
In re The Duchy Mining Co ld & Cos Acts app of W R Hutton and ors (shdrs) from Vice Warden of the Stannaries Oct 19
In re The Paragon Brick Tile and Cement Works Co ld and Co's Acts app of Petnrs from refusal of Mr Justice Chitty Oct 26
The Badische Anilin and Soda Fabrik v Levinstein appl of Defts from Mr Justice Pearson Oct 31
In re The Minas Central Ry of Brazil ld appl of Petar D G Zoars from refusal of Mr Justice Pearson Nov. 1
Patchett v Illingworth appl of Defts from V C Bacon Nov 5
Vendor and Purchasers Act 1874 In re Turner's Settled Estates and Contract for Sale of real estate at Wellington between Charles Gordon and anr M J Turner and anr and G B Bruce & ors appl of Charles Gordon & ors Nov 10
Hammond v Lord Ashburton appl of Deft from V C Bacon Nov 19
Siddall v Townsend appl of Plff from part of judgt of V C of County Palatine of Lancaster Nov 23
In re M A Goulden decd Walmsley v Rice appl of Deft T C Rice from V C of County Palatine of Lancaster Nov 27
Vendor and Purchasers Act 1874 In re Contract for Sale between C A Mackrell & James Towers appl of James Towers from Mr Justice North for Mr Justice Pearson Dec 4
In re The Southport & West Lancashire Bkg Co ld and Co's Acts appl of Henry Bath and Son from Mr Justice Chitty Dec 4
Le Maitre v Kidston Kidston v Le Maitre appl of Plff Le Maitre from V C Bacon By original action and counter claim Dec 5
Webb v Smith & Goldsmith appl of Defts from part of judgt of V C Bacon Dec 6
Vendors and Purchasers Act 1874 In re Contract between W J Macgregor and F G Stevens app of F G Stevens from V C Bacon Dec 7
(Divorce) Georgina Weldon v Wm H Weldon appl of Resp. from Sir James Hannen Dec 10
In re The Ooregum Gold Mining Co of India ld and Co's Acts appl of F Browse from Mr Justice Kay refusing winding up order Dec 11
Dunn v Flood appl of Plff from Mr Justice North Dec. 12
In re Chas. Denham & Co and Co's Act (appln of The Halifax Comml Bkg Co ld and anr) appl of The Halifax &c Bkg Co from Mr Justice Chitty Dec 14
Adams & Co. v Malcolm, Brukker & Co appl of Defts from Mr. Justice North Dec 14
In re A D Holmes' Share of Residuary Estate of Isaac Holmes decd and 10 & 11 Vict cap 96 appl of Liverpool Loan Co from V C Bacon Dec 18
In re Chas Rollinson decd Wakefield and Barnsley Union Bank v Rollinson appl of Plff from Mr Justice Chitty Dec. 19
Witham v Brooks appl of deft Thos Brooks from part of judgt of V C Bacon Dec 20
In re J H Tilly, decd Sinibaldi v Barnard appl of Plntff from refusal of V C Bacon to vary Chief Clerk's certificate Dec 20
In re The Zoedone Co ld & Co's Acts appl of John Barclay and anr from V C Bacon Dec 21
Macintosh v Chalmers Chalmers v Macintosh appl of Plff from order of V C Bacon on fur conson (By original action and counter claim) Dec 21
In re The Iceland Sulphur & Copper Co ld and Co's Acts appl of S A Sampson from V C Bacon Dec 24
In re Denney, decd Dixon v Denney appl of Deft from Mr Justice Pearson Dec 28
Brown v Marriot appl of Plff from Mr Justice North Dec 29
In re Russell, decd Russell v Schelbred appl of Defts from Mr Justice Kay Dec 31
In re The Florence Land and Public Works Co ld and Co's Acts (Nicol's case) appl of Co and Official List from Mr Justice Chitty Dec 31

1884.

Gard v Commissioners of Sewers for City of London appl of Defts from Mr Justice Kay Jan 4

From Orders made on Interlocutory Motions in the Chancery and Probate and Divorce Divisions.

1883.

(Separate List).

Cain v Clegg appl of Plff from V C of County Palatine of Lancaster Nov 30 (S O generally with liberty to apply by order)
Bayly v White appl of Defts from Mr Justice North for Mr Justice Pearson Dec 1
(Divorce) J R Clifford, Petnr v Margt Clifford, Resp (Manning and ors Co-Resps) appl of Petnr from refusal of Mr Justice Butt to set aside P N settlement Dec 1
Washburn & Moen Manufacturing Co v Patterson appl of Plff from refusal of V C Bacon Dec 4
(Probate) In re Francis Amelia Smith, decd Arthur Rigg v Walter Hughes and anr appl of Dft Meehan from order of Sir James Hannen striking out reply to defence Dec 4
Elkins v The Capital Guarantee Socy ld appl of Deft Socy from Mr Justice Chitty Dec 6
In re Muirhead Mitchell, decd Bowyer v Dignum appl of Deft F B Dignum from refusal of Mr Justice Kay Dec 7
In re Trade Mark registered by Riviere & Co, France and London, Brandy merchants, and Trade Mark Registration Acts, 1875 and 1877 appl of Messrs McDowell & Co from Mr Justice Pearson Dec 10
Nunn v Henderson appl of Plff from refusal of Mr Justice Pearson Dec 11
In re Holder, decd Holder v Phillips appl of Deft E A Phillips from Mr Justice Kay Dec 12
In re John Sherry, decd London & County Bkg Co ld. v Terry appl of Plffs from refusal of V C Bacon to vary Chief Clerk's Certificate Dec 14
Phillips v Homfray appl of Plffs from Mr Justice Kay Dec 17
Church v Amer appl of Plff from refusal of Mr Justice Pearson Dec 18
Harvey v The Croydon Union Rural Sanitary Authority appl of Plffs from refusal of Mr Justice Pearson Dec 19
In re The Capital Fire Insurance Association ld and Co's Acts appl of Edward Beall from Mr Justice Chitty Dec 20
The Peruvian Guano Co ld v Bockwoldt appl of Defts from refusal of V C Bacon Dec 21
(Divorce) Ada Howarth v J W Howarth appl of Respt J W Howarth from Sir James Hannen discharging previous order Dec 31
In re Green orwse Bennett, decd. Green v Bennett (23 & 24 Vict c 127, Section 28) appl of C H Daly Robertson from V C Bacon Jan 2
In re Hutchinson, decd Hutchinson v Norwood appl of Plffs from Mr Justice Pearson Jan 2
In re Hopkins, decd Dowd v Hawtin appl of H W Chatterton from V C Bacon Jan 3
In re Wall, infants appl of Fanny C Sampson from order of Mr Justice Kay directing settlement Jan 5

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

For Hearing.

Steamship "Sir Fen" Co limd v Liverpool Barrow and West Cumberland Steamship Co limd app of plts from judgt of C Crompton, Esq, QC, Commar at trial at Liverpool Sept 14
French (substituted for Rogers, Gunn, & Co by order) v Witt app of plt from judgt of Mr Justice Stephen at trial Oct 18
Ship "Henrich Bjorn" C & C J Northcote v Owners of the "Henrich Bjorn" appl of defts from judgt of the President Nov 6 (without Assessors)
J B Cramer & Co v Giles & Chilton appl of deft Carlton from judgt of Mr Justice Lopes at trial Nov 16
Eriksen & ors (Owners of the "Donatus" v Wade & ors) appl of defts from judgt of Mr Justice Day at trial at York Nov 19
Read v Anderson appl of deft from judgt of Mr Justice Hawkins on fur consen Nov 20
Thorpe v Renesom appl of deft from judgt of Mr Justice A L Smith at trial in Middlesex Nov 22
Newton v Hall & Son appl of plffs from judgt of Mr Justice A L Smith at trial in Middlesex Nov 26
Hutcheson & Co v Easton & Son appl of plffs from judgt of Mr Justice Hawkins after trial at Liverpool Nov 27
Foulkes v Quartz Hill Consolidated Gold Mining Co limd appl of plff from judgt of Baron Pollock at trial in Middlesex Nov. 27
Gye & ors v White & anr appl of defts from judgment of Justices Day and A L Smith Nov 28
The Anglo-American Metal Buyers Agency v The Railway Equipment Co of New York appl of plffs from judgt of Justices Day and A L Smith Nov 28
Ross v Ashwin & anr appl of deft Ivory from part of judgment of Mr Justice Mathew Nov 29
The Queen v The Guardians of the Poor of the Headington Union, Oxford and Buckingham (Q B Crown Side) appl of defts from the Lord Chief Justice and Mr Justice Mathew affirming order of Justices Nov 29
Claridge v Kemp & anr (Lewis & Bailey, claimants) appl of claimants from judgt of Justices Grove and A L Smith Dec 4
Wm Duck v J C Bates (Q B Crown Side) appl of plff from judgt of the Lord Chief Justice and Mr Justice Stephen on appl from County Court Dec 4
Scharlack v Haines (sued as Haines & Co) appl of deft from judgt of Mr Justice A L Smith at trial Dec 6
The Mayor &c of the Borough of St Helens v The St Helens Collieries Co limd appl of deft Co from judgt of Justices Day & A L Smith on special case Dec 6
The West London Commercial Bank limd v Kitson appl of defts Kitson and Porter from judgt of Justices Day & A L Smith Dec 10
Marrett & anr v Bridges appl of plffs from judgt of Justices Day and A L Smith on special case Dec 12
Municipal Freehold Land Co v The Metropolitan District Railway Co appl of plff Co from judgt of Mr Justice Cave at trial Dec 12
Ship "Peggie Doy" Read & anr v Dawson appl of owners of "Peggie Doy" from judgt of Mr Justice Butt (without Assessors) Dec 12
Ship "Workworth" The Tyne Steam Shipping Co limd v The British Ship Owners Co limd appl of defts from judgt of Mr Justice Butt (without Assessors) Dec 14
Carter v Rocke appl of deft from judgt of Mr Justice Watkin Williams at trial in Middlesex Dec 19
Thomas Dinning, Appellant v The Guardians of the South Shields Poor Law Union (Q B Crown Side) appl of respondents from Justices Stephen and Mathew (the Lord Chief Justice dissentiants) confirming order of Magistrates for contribution to support wife Dec 21
Palmer v Johnson appl of defts from judgt of Mr. Justice A L Smith after trial at Nottingham Dec 21
Pierson v The Knutsford Estates Co limd and Solicitors' Act, 24 Vict appl of plff from judgt of Mr. Justice Grove refusing charge for costs in liquidation Dec 24

1884

Burstall & Co v Bryant & Co appl of plffs from judgt of non-suit in ejectment action by Baron Pollock at trial in Middlesex Dec 27
Wakelin v The London and South Western Railway Co appeal of plff from Mr Justice Grove, Baron Huddleston and Mr Justice Hawkins setting aside verdict for plff at trial before Mr Justice Manisty and giving judgt for deft Jan 1
G C Melville v John H. Stringer Houghton & ors claimants (Q B Crown Side) appl of plff from judgt of Justices Mathew, Day, and A. L. Smith on appl from County Court Jan 2
J E Morgan v London General Omnibus Co limd (Q B Crown Side) appl of plff from Justices Day and A L Smith on appl from County Court for new trial Jan 2
The Queen v West Bromwich School Board (Q B Crown Side) appl of defts from the Lord Chief Justice and Justices Stephen and Mathew confirming order of Session Jan 3
White v. D Baxter & Co appl of plff from judgt of Mr Justice Watkin Williams at trial in London Jan 3
Pocket & anr Short Bros appl of plffs from Mr Justice Grove, Baron Huddlestone and Mr Justice Hawkins refusing to restore judgt of Mr Justice Cave with costs Jan 3
Gliddon (trustee, &c) v Brodersen, Vaughan & Co appl of defts from judgt of Mr Justice Cave at trial in London Jan 4
Wright (trustee, &c) v Watson & Dickons appl of defts from judgt of Baron Pollock at trial in Middlesex Jan 5

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

N.B.—The Probate and Divorce Appeals—Final and Interlocutory—are inserted according to date of setting down in the List of Chancery Appeals for hearing as they are reached in Appeal Court II.

N.B.—The Admiralty appeals without assessors—Final and Interlocutory—are inserted according to date of setting down in the List of Queen's Bench Appeals for hearing as they are reached in Appeal Court I.

(Admiralty).

For Hearing.

With Nautical Assessors.

N.B.—Admiralty Appeals with Assessors will be taken on special days to be appointed by the Court in Appeal Court I. as the days of setting down are passed in the course of the hearing of the General Queen's Bench List.

Ship Carlotta The Gt Eastern Ry Co and ors v The Owners of The Carlotta, cargo, and freight app of plts from judgt of Mr Justice Butt April 26
Ship Lyn King & Sons v The Owners of the Lyn appl of Defts from judgt of the Divisional Court May 24
Ship Elysia The Owners of the cargo lately laden on board the Emily v The Owners of the Elysia and freight appl of Defts from judgt of Sir James Hannen May 24
Ship Margaret Cayzer Irvine & Co Owners of the Clan Sinclair v The Carron Co Owners of the Margaret appl of Defts from judgt of Mr Justice Butt June 5
Ship Contest The Owners &c of the Vesur v The Owners of the Contest dam freight appl of Plts from judgt of Sir James Hannen July 18
Ship City of Chester The Owners, Master, and Crew of The Missouri v The Owners of The City of Chester, her cargo, specie and freight app of plts from judgt and rejection of evidence by Mr. Justice Butt Aug 1
Ship British Commerce R J Craig and ors v William Thomas (consolidated actions) app of defts from judgt of Sir James Hannen Aug 3
Ship Elgin (consolidated actions) Owners of barque Inga v Owners of Elgin and freight Owners of barque Elgin v Owners of Inga and freight app of owners of Elgin from judgt of Sir James Hannen Aug 15
Ship Egyptian Monarch Owners of Frammes v Owners of Egyptian Monarch and freight app of plts from judgt of Sir James Hannen Sept 20
Ship Zadok Owners of the Iduna v Owners of Zadok appl of defts from judgt of Sir James Hannen Nov 13
Ship Glenogle Owners of the Achille & ors v Owners of the Glenogle appl of defts from judgt of Mr Justice Butt Nov 27
Ship Eskdale (Liverpool District Registry) Nicholson and ors v Owners of the Eskdale and freight appl of defts from judgt of Mr Justice Butt Nov 29
Ship Beryl Owners, Master and Crew of the Aboona v Owners of the Beryl and freight appl of plffs from judgt of Mr Justice Butt Dec 6
Ships Beta & Peter Graham (consolidated actions) Owners of the Peter Graham and ors v Owners of the Beta, her cargo and freight appl of Owners of the Beta from judgt of Mr Justice Butt Dec 17
Ship St Leonards The General Steam Navigation Co v Shaw, Saville & Co Owners of St Leonards appl of plffs from judgt of Mr Justice Butt Dec. 19

From Orders made on Interlocutory Motions in the Queen's Bench and Admiralty Divisions.

1882.

The Queen on the Prosecution of R M Kerr, Esq, Judge of City of London Court v Benjamin Scott, Esq (Chamberlain) and Treasurer of City of London Court app of R M Kerr, Esq from Justices Field and Cave refusing mandamus July 3 (S O until day arranged)
Hind v Brett and ors app of plt in person from order of Justices Watkin Williams and Mathew May 7
Ship Pons Ælii Davison, part owners of Pons Ælii v The remaining Owners of the said Vessel app of dfts from order of Mr Justice Butt to pay proceeds of Vessel out of Court to plt Oct 2
Marie Mercer v Florence Williams Thos A H Williams, claimant appl of claimant from order of Mr Justice Grove and Baron Huddleston setting aside

order of Master Geo Pollock for substitution of executrix for dead pltff Nov 24 (pt hd Dec 19, present Master of Rolls and Lord Justice Bowen) S O till after next sittings of House of Lords

Jackson v Norton appl of defts from Justices Grove and Hawkins refusing unconditional leave to defend Dec 1

Alcock v Loeuw & Co. appl of defts from rule nisi discharged Nov 21 by Mr Justice Grove and Baron Huddleston—rule granted June 26—action tried by Mr Justice Manisty in London Dec 5

Baker v Whittome appl of pltff from rule nisi discharged by Justices Day and A L Smith—action tried by Lord Justice Baggallay at Huntingdon—verdict and judgt for deft Dec 7

The Metropolitan Commercial Permanent Benefit Building Society v Layton appl of deft from the Lord Chief Justice and Justices Stephen and Mathew confirming order of Mr Justice Field Dec 8

Bayne v The Gt Eastern Ry Co appl of pltff from order of Justices Grove and Hawkins for new trial (Baron Huddleston dissentiente)—action tried by Mr Justice Manisty and special jury in Middlesex—verdict and judgt for pltff Dec 10

The Queen on the Prosecution of the Metropolitan and Metropolitan Dist Ry Cos v W B Burrow and anr (Q B Crown Side) appl of Prosecutors from the Lord Chief Justice and Justices Stephen and Mathew refusing certiorari for removal of inquisition from Mayor's Court Dec 12

McCarthy v Jacob and anr appl of pltffs from order of Mr Justice Grove, Baron Huddleston and Mr Justice Hawkins for new trial—action tried by Mr Justice Day in Middlesex Dec 13

Swinburne, Bart v Milburne and ors appl of defts from Justices Day and A L Smith directing entry of judgt for pltff on special case as to renewal of lease for lives Dec 13

Lambert v Gibson appl of pltff from Mr Justice Grove, Baron Huddleston and Mr Justice Hawkins refusing judgt and directing new trial—action tried by Mr Justice Stephen at Appleby—verdict for pltff, judgt reserved Dec 14

Foster, Hight & Co v Ward and ors appl of pltffs in person from refusal of Justices Day and A L Smith to grant new trial—action tried by Mr Justice Williams in Middlesex Dec 17

Barrow v Phillips appl of pltff from refusal of Mr Justice Grove and Baron Huddleston to set aside award of District Registrar of Wakefield, dated Nov 2 Dec 18

Miller v Joy appl of deft from refusal of Justices Day and A L Smith to grant new trial—action tried by Baron Pollock Dec 19

Smith v Harvey appl of pltff from refusal of Justices Day and A L Smith to grant new trial—action tried by Mr Justice Cave Dec 20

Cookson v Vaughan (Swire & ors clts) appeal of clts from the Lord Chief Justice and Justices Stephen and Mathew confirming refusal of Judge in Chambers to direct payment out of Court and costs Dec 20

Jacques v Harrison appl of pltff from Mr Justice Grove, Baron Huddleston and Mr Justice Hawkins setting aside signed judgt

Jacques v Harrison appl of pltff from same judgt Dec 20

Combrecht & ors v Perry the younger appl of pltffs from Mr Justice Grove, Baron Huddleston & Mr Justice Hawkins reversing refusal of Mr Justice Field to strike out interrogatories Dec 20

The Queen on prosecution of Louis Nathan v The Inland Revenue Commrs. (Q B Crown Side) appl of defts from Justices Day and A L Smith granting mandamus to return duty paid Dec 20

Finchin v The Realm Fire Insurance Co limd and ors appl of defts St Aubyn and ors from Justices Grove and Hawkins refusing judgt and directing new trial—action tried by Mr Justice Mathew at Gloucester Dec 21

Finchin v Same Co appl of defts Bashford and Browning from same refusal Dec 28

Weldon v Riviere appl of deft from the Lord Chief Justice and Justices Stephen and Mathew confirming refusal of Mr Justice Field to stay action as vexatious Dec 24

Barstall & Co v Bryant & Co appl of pltffs from the Lord Chief Justice and Mr Justice Stephen rejecting application for new trial as being without jurisdiction Dec 27

Parnell & anr v Stedman appl of pltffs from conditional leave to appeal from judgtson interpleader issue granted by Mr Justice Cave at trial on payment into Court or security Dec 28

Parnell & anr v Steadman appl of pltffs from the Lord Chief Justice and Mr Justice Stephen refusing to grant new trial—action tried by Mr Justice Cave Dec 28

Belt v Lawes appl of defts from the Lord Chief Justice and Justices Denman and Manisty refusing new trial subject to pltff's consent for reduction of damages—action tried by Baron Huddleston at Westminster Dec 28

Belt v Lawes appl of deft from the Lord Chief Justice and Justices Denman and Manisty refusing new trial pltff consenting to reduction of damages Jan 3

The London & Westmr. Loan District Co ld v Henry Bell the elder and anr appl of Henry Bell the younger from order of Justices Grove and Hawkins for new trial—action tried by Mr Justice Cave Dec 29

1884.

Smith Bros v The Smack Owners Mutual Insurance Co ld and ors appl of deft from Mr Justice Grove, Baron Huddleston and Mr Justice Hawkins refusing new trial—action tried by Mr Justice A L Smith Jan 2

Cook v Johnson appl of deft from Justices Mathew and Day dismissing appl from Master and Judge in Chambers Jan 4

The Queen v Wm Thomson, Esq and ors Justices and Duncan (Q B Crown Side) appl of prosecutrix Isabella Berkeley from Justices Day and A L Smith refusing rule to hear bastardy sumns. Jan 4

Fray v The Inclosure Commissioners for England and Wales appl for pltff from Justices Day and A L Smith refusing new trial Jan 5

FROM THE LONDON BANKRUPTCY COURT.

In re	Exparte	Appeal from
Wilcoxon	Andrews	Mr Registrar Pepys
D Morris & Co	Cooper	Mr Registrar Haslitt
Hart & anr	Caldicott	The Chief Judge
Stenson	Nicoll	Mr Registrar Pepys
Chapman	Johnson & anr	Mr Registrar Murray
Greening	Daniels	Mr Registrar Brougham
Henderson	Shaw & Co	Mr Registrar Brougham
D Morris & Co	Cooper	Mr Registrar Pepys
Pyatt	Rogers	The Chief Judge
Sinclair	Chaplin	Mr Registrar Pepys
Walker	Barter	Mr Registrar Pepys
Walker	Black & anr	Mr Registrar Pepys
Stenson	Stenson	Mr Registrar Pepys
Sir R M Mansell	Sidney & anr	Mr. Registrar Haslitt
Carril & McKean	Gliddon	Mr Registrar Murray
Brooks	Skerratt & anr	The Chief Judge
Blumberg & anr	Harper & anr	Mr Registrar Murray
Norris	Walden	Mr Registrar Haslitt
Sir R M Mansel	Newitt	Mr Registrar Haslitt
Butcher	Dagnall	The Chief Judge
Kemp	Kemp & anr	The Chief Judge
Fielden	Fielden	Mr Registrar Brougham
Aylmer	Aylmer	Mr Registrar Murray
Renand	Caldicott	Mr Registrar Haslitt
Holmes	Blackburn	The Chief Judge
Terrell	Terrell	The Chief Judge
Huggins	Babbidge	Mr Registrar Brougham
Hutton	Dubois	Mr Registrar Brougham
Heintz	Heintz	The Chief Judge
	1884	
H Le Poer Trench	Brandon & anr	Mr Registrar Pepys

N.B.—The above List includes Bankruptcy Appeals set down to Wednesday, January 2nd, inclusive.

SUMMARY OF APPEAL LIST.

	Final	Interlocutory	Total
From the Chancery Division	168	.. 21 ..	189
From the Queen's Bench Division ..	107	.. 31 ..	138
From the Probate, Divorce, and Admiralty Division, Admiralty with Assessors	15	.. — ..	15
From the London Bankruptcy Court ..	30	.. — ..	30
Total ..	320	52	372

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MATTERS IN BANKRUPTCY.

Motions and County Court Appeals for Hearing before the Hon. Mr Justice CAVE.

Motions to Commit.

In re Edwards
In re Francis — Ex parte Blaiberg

Appeals.

In re Randall — Ex parte Gillow
In re Shearbur — Ex parte Sheldrake
In re Outram — Ex parte Marshall
In re Brookes — Ex parte Ware
In re Hunt — Ex parte Hassell
In re Smurthwaite — Ex parte Peyer
In re Same — Ex parte Same
In re Same — Ex parte Same
In re Same — Ex parte Same
In re Wakeham — Ex parte Gliddon
In re Uglow — Ex parte Uglow
In re Cann — Ex parte Hunt & Son

N.B.—Mr Justice CAVE will sit in Queen's Bench Court I. on Monday, February 18th, and if necessary on the following day, to hear the above matters in Bankruptcy

A difficulty of a singular character in connection with the procedure under the new Bankruptcy Act arose on Wednesday at the Salford County Court. Nathan Goodfellow, timber merchant, a bankrupt, came up for his public examination. His bankruptcy was the first under the Act in the Manchester district. The official receiver (Mr. C. J. Dibb) proceeded to examine the bankrupt, and the examination was taken down in longhand by a clerk employed at the court. After this had been going on for about half an hour it was observed that the examination was progressing very slowly, and Mr. Edgar, a solicitor, who appeared for a creditor, remarked that unless they could get on faster they would be there for several hours. The official receiver said it would be much better to have the examination taken down in shorthand, and the court had power to sanction the employment of a shorthand writer, whose remuneration would come out of the estate. The registrar (Mr. F. C. Hulton) agreed that it was very desirable they should have a shorthand writer. The only shorthand writers present were the reporters of the Manchester newspapers. One of them being asked to take notes of the examination, said that he must respectfully decline to do so, inasmuch as the remuneration allowed by the new Act was wholly insufficient. The other reporters concurred in his refusal, whereupon the registrar appealed to the reporter to take notes in this case in order to relieve the court of a difficulty, and the official receiver said he would be happy to make a representation to the Board of Trade on the subject of remuneration prescribed by the Act for note-taking and transcription. The reporter then said that to facilitate the business of the court he would take notes of the examination, but it must be understood that he did so without assenting to the scale of fees under the new Act. The examination was then proceeded with.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EAGLE CYCLE COMPANY, LIMITED.—Petition for winding up, presented Jan 9, directed to be heard before Chitty, J, on Jan 19. Torr and Co, Bedford row, agents for Griffith and Corbett, Cardiff, solicitors for the petitioners

HARROGATE ELECTRO-HYDROPATHIC COMPANY, LIMITED.—Petition for winding up, presented Jan 8, directed to be heard before Chitty, J, on Jan 19. Maude, Lincoln's inn fields, solicitor for the petitioner

LEINSTER CAB COMPANY, LIMITED.—Pearson, J, has fixed Jan 21 at 11, at his chambers, for the appointment of an official liquidator

LONDON FISH MARKET AND NATIONAL FISHERY COMPANY, LIMITED.—Petition for winding up, presented Jan 8, directed to be heard before Kay, J, on Jan 25. Hudson and Co, Queen Victoria st, solicitors for the petitioner

NORTH LONDON FREEHOLD LAND AND HOUSE COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Nov 9, appointed John Brown, 16, Holborn Viaduct, to be official liquidator

SOUTH AFRICAN SYNDICATE COMPANY, LIMITED.—Petition for winding up, presented Jan 8, directed to be heard before Chitty, J, on Jan 19. Beall and Co, Queen Victoria st, solicitors for the petitioner

SUS AND NORTH AFRICAN TRADING COMPANY, LIMITED.—Pearson, J, has fixed Jan 22 at 12, at his chambers, for the appointment of an official liquidator

SWANSEA ZINC ORE COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Dec 21, appointed Francis Cooper, 14, George st, Mansion House, to be official liquidator

[*Gazette*, Jan. 11.]

BIRMINGHAM NEWSPAPER PUBLISHING COMPANY, LIMITED.—Bacon, V.C., has by an order, dated Nov 10, appointed Frank Newbury Taylor, Fire Office passage, New st, Birmingham, to be official liquidator

DEVALLAH CENTRAL GOLD MINES COMPANY, LIMITED.—Petition for winding up, presented Jan 8, directed to be heard before Kay, J., on Friday, Jan 25. Munns and Longden, Old Jewry, solicitors for the petitioner

INTERNATIONAL FISH DINNER COMPANY, LIMITED.—Petition for winding up, presented Jan 12, directed to be heard before Kay, J., on Friday, Jan 25. Broad and Broad, Laurence Pountney lane, solicitors for the petitioner

KNIGHTS, STOCKS, AND COMPANY, LIMITED.—Petition for winding up, presented Jan 12, directed to be heard before Bacon, V.C., on Saturday, Jan 26. Eldridge, Parliament st, agent for Archer, Stockton on Tees, solicitor for the petitioner

LONDON SHIPS STORES COMPANY, LIMITED.—Petition for winding up, presented Jan 12, directed to be heard before Chitty, J., on Saturday, Jan 26. Savidge, Eastcheap, solicitor for the petitioner

SWANSEA ZINC ORE COMPANY, LIMITED.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Francis Cooper, 14, George st, Mansion House. Monday, Mar 4, at 12, is appointed for hearing and adjudicating upon the debts and claims

ULVERSTON MINING COMPANY, LIMITED.—Petition for winding up, presented Jan 14, directed to be heard before Kay, J., on Jan 25. Tahourdins and Hargreaves, Victoria st, Westminster, solicitors for the petitioner

[*Gazette*, Jan. 15.]

UNLIMITED IN CHANCERY.

PILEY HARBOUR COMPANY.—Kay, J., has fixed Jan 28 at 1, at his chambers, for appointment of an official liquidator

NETHERTHORPE FREEHOLD LAND SOCIETY.—Chitty, J., has fixed Friday, Jan 25, at 12, at his chambers, for the appointment of an official liquidator

VICTORIA PIER COMPANY.—Petition for winding up, presented Jan 14, directed to be heard before Pearson, J., on Jan 26. Marshall, Theobald's rd, Gray's inn, agents for Binsteed and Prior, Portsmouth, solicitors for the petitioners

[*Gazette*, Jan. 15.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

JOHNSON, ANNE, Holloway pl. Feb 1. Jeynes v Jeynes, Chitty, J. Buckley, Finsbury sq

JONES, RICHARD PROTHERO, Courteenhall, Northampton, Mineral Agent, Jan 25, Asplin v Dunkley, Pearson, J. Percival, Northampton

JORDAN, BARRETT PRICE, Abermyron, Cardigan, Solicitor. Jan 5. Jordan v Jordan, Bacon, V.C. George, Haverfordwest

LARDNER, THOMAS, Churchill, Oxford, Retired Butcher. Jan 31. Orford v Lardner, Kay, J. Kilby and Mace, Chipping Norton

PEARSON, BENJAMIN, sen, Whitby, York, Shipowner. Jan 21. Pearson v Pearson, Pearson, J. Watson, Stockton on Tees

ROSAZ, JULIA, Princes ter, Bayswater. Jan 21, Smith v Patman, Pearson, J. Carr, St Mildred's ct, Poultry

WILLSON, JOHN, Cambridge rd, Bethnal green, Gent. Jan 21, Chillingworth v Chambers, Pearson, J. Brown, Pinsbury pavement

[*Gazette*, Dec. 25.]

PEARSON, JOHN, Kingswinford, Stafford, Coal Master. Jan 29. Mills v Chavasse, Chitty, J. Duignan, Walsall

[*Gazette*, Dec. 28.]

ELTON, NANCY, Loe, Tottington, Lancaster. Feb 1. Holt v Robinson, District Registrar, Manchester

GOODMAN, JOHN REYNOLDS, Freemantle, Millbrook, Southampton, Esq. Jan 25. Ward v Seed, Pearson, J. Stanton, Southampton

[*Gazette*, Jan. 1.]

FOSTER, FREDERICK, Hamilton, Ontario, Canada. Mar 3. Davis v Foster, Pearson J. Barker, Fleetwood, Lancaster

[*Gazette*, Jan. 4.]

ARKLE, WILLIAM. Newcastle on Tyne, Publican. Jan 31. Scott v Arkle, Pearson, J. Mather, Newcastle on Tyne

[*Gazette*, Jan. 11.]

BYARS, DAVID, West Ham, Essex, Baker. Feb 11. Byars v Byars, Pearson, J. Bell, Salters' Hall ct

HAZELDINE, JOSEPH, Stourbridge, Worcester, Hotel Proprietor. Feb 11. Collis v Haseldine, Bacon, V.C. Collis, Stourbridge

[*Gazette*, Jan. 15.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

BIRCHAM, FRANCIS THOMAS, Walton on Thames, Surrey, Esq. Jan 31. Bircham and Co, Parliament st

BLACKBURNE, Rev GILBERT RODBARD, M.A., Long Ashton, Somerset. Feb 1. Bramble and Watts, Bristol

BUCKLEY, KEZIA, Rochdale, Lancaster. Feb 8. Jacksons and Godby, Rochdale

COWLES, CAROLINE JANE, Stoke Newington rd. Feb 4. Mitchell, Gravesend

DUKES, Rev EDWARD ROWLAND, Oxford. Jan 31. Salt and Sons, Shrewsbury

FISHER, JOHN, Seymour st, Euston rd, Coffee and Lodging-house Keeper. Feb 21. Bilton, Essex st, Strand

HODGES, ELIZABETH, Weston, nr Boston, United States of America. Feb 11. Webb and Burt, Argyll st, Regent st

JOHNSON, JOSEPH SAMUEL, Farnham, Surrey, Manure Merchant. Feb 5, Corbin, Basinghall st

JONES, RICHARD, Hanley, Staffordshire, Butcher. Jan 31. Heath, Hanley

LATTIMOR, JOHN FREEMAN, Old Ford rd, Bow, Photographer. Feb 4. Plumbe and Leader, St Paul's churchyard

LAXTON, GEORGE HENRY, Grove rd, Brixton, Salesman. Feb 1. Button and Co, Henrietta st, Covent garden

LITTLER, JOHN HARRY, Charing Cross Hotel, Charing Cross, Retired Surgeon Major Indian Army. Feb 1. Nicholson and Herbert, Spring gardens

MACARTHY, CHRISTOPHER INNIS, Romford, Essex, Chemist. Feb 13. Hunt and Co, Romford

MACNALLY, FRANCES, Loveridge rd, Kilburn rise. Feb 11. Gibson, Lincoln's inn fields

MCLAUGHLAN, ALEXANDER, Morton pl, Pimlico, Gas Meter Maker. Feb 28. Evans, Eastcheap

MOULSEY, JOHN PARKS, Chalk Farm rd, Haverstock hill, Ironmonger. Feb 1. Taylor, New Broad st

NICHOLS, WILLIAM, Clevedon, Somerset, Postmaster. Mar 1. Baker and Lasseworthy, Bristol

O'REILLY, JOHN, Brighton, M.D. Jan 31. Rae, Mincing lane

POTTER, CATHERINE, Gloucester pl, Portman sq. Feb 1. Norris and Norris, Bedford row

ROBERTS, BENJAMIN GEORGE, Morpeth, Northumberland, Wine Merchant. Feb 1. Webb, Morpeth

SERVANT, JANE, Leeds. Feb 8. Nelson and Co, Leeds

VINCENT, JOHN, St Charles sq, Notting hill, Barrister at law. Mar 1. Beal, Lincoln's inn fields

WHALLEY, JAMES, Manchester, Licensed Victualler. Mar 1. Taylor and Taylor, Manchester

WHITE, MARTHA, Bingley, York. Mar 1. Spencer and Clarkson, Keighley

WOODFALL, JANE, Surbiton hill, Surrey. Feb 1. Button and Co, Henrietta st, Covent garden

WRIGHT, JOHN, Cold Ashby, Northampton, Farmer. Feb 18. Jaques and Co, Ely pl

[*Gazette*, Jan. 1.]

ADAMS, ESTHER, Lambert rd, Brixton Rise. Feb 1. Carder, Dover.

BAILEY, HARRIET, South Tottenham. Feb 18. Richardsons and Foxwell, Great Hadham, Herts

BRIGHT, RICHARD FREDERICK, Liverpool, Gent. Feb 4. Avison and Morton, Liverpool

DUGDALE, WILLIAM, Clough Walsden, Lancaster, Cotton Spinner. Jan 28. Brierley, Rochdale

FOX, GRACE, Batley, York. Feb 8. Scholefield and Taylor, Batley

GRACE, ELLEN, Liverpool. Feb 2. Wright and Co, Water st, Liverpool

HELYAR, Lieut Col FREDERICK, Cotford, nr Taunton Somerset. Jan 31. Batten, Yeovil

HOBBS, THOMAS, Wharves, North Wharf rd, Paddington, Contractor. Feb 9. Richards, Warwick st, Regent st

HORNER, JOHN, Tapley st, St Leonard's rd, Bromley by Bow, Wine and Spirit Merchant. Feb 9. Childs, Paul's Bakehouse ct, Doctors' Commons

JAMES, JOHN, Kirkby Ireleth, Lancaster, Yeoman. Feb 4. Butler, Broughton in Furness

KERRISON, ROGER ALLDAY, Queensborough terrace, Esq. Mar 1. Preston and Son, Norwich

LEVY, NAPHTLIA, Mile End rd, General Dealer. Jan 29. Esther Levy, 111, Mile End rd

MACHIN, JOHN HENRY, Batley, York, Schoolmaster. Feb 1. Simpson, Albion st, Leeds

NEWMAN, EDWARD, Castle st, Oxford st, Butcher. Jan 31. Montagu and Co, Gray's inn sq

PAINE, JOHN KETTLE, Woolwich, Kent, General Draper. Feb 22. Smith and Co, Bread st, Cheapside

PIERPOINT, THOMAS, Appleton, Chester, Seedsman. Feb 25. Davies and Co, Warrington

REDDY, LEWIS, Redhill, Surrey, Carman. Mar 25. Gant, Redhill

ROBINSON, PETER, Birkdale, Lancaster, Gent. Jan 30. Barrow and Cook, St Helen's

RUTLEDGE, RICHARD, Handsworth, Stafford, Electro Plate Manufacturer. Feb 9. Freeman, Birmingham

SHAKELFORD, JOHN, Mornington st, Camden Town, Greengrocer. Feb 2, Davis, Gray's inn rd

SMART, WILLIAM THOMAS, Brighton, Sussex, Esq. Jan 31. Wordsworth and Co, South Sea House, Threadneedle st

SMETHURST FRANK, Elton, nr Bury, Lancaster, Dyer. Feb 4. Grundy, Bury

SOLLA, JACOB DE, Burton rd, Brixton, of no occupation. Feb 15. Harris, Coleman st

TITTERTON, CHARLES, Rochampton, Surrey, Gent. Feb 4. Ingle and Co, City Bank chbrs, Threadneedle st

TOWNSEND, CAROLINE, Plymouth. Jan 9. Woolcombe and Pridham, Plymouth

WOOLNOUGH, FREDERICK, Greenwood rd, Dalston, Warehouseman. Mar 1. Macarthur, John st, Bedford row

[*Gazette*, Jan. 4.]

The Corporation of Sheffield give notice that they are prepared to receive tenders for £108,150. Rate of interest, £3 10s. per annum, payable half-yearly. Minimum price of issue, £98 per cent. The stock will be redeemable at par as follows:—£33,000 in 1914, £49,250 in 1925, and £25,000 in 1934.

The directors of Dennys' Anti-Fouling Paint Company (Limited), invite subscriptions for a first issue of 6,000 preference shares, of which 2,000 are reserved for subscription in Singapore. The capital of the company is £120,000, divided into 10,000 preference shares of £10 each, and 2,000 ordinary shares of £10 each. The directors do not anticipate that more than £7 per share will be required; in any event three months' notice of call will be given. The prospectus states that the steamer *Ceylon*, which recently made a voyage round the world, was painted with one coat of Dennys' paint at Hong Kong, in February, 1882, and the report of her commander, made after a survey in August, 1883, states that the paint

remained perfectly smooth, clean, and absolutely free from any marine growth.

A prospectus has been issued of Hitchins' Fire-Proof Plastering Company (Limited), capital £50,000, in shares of £1 each, of which 425,000 are offered to the public. The company is formed to purchase, take over, and work the patent granted to Mr. Hitchins for improvements in the construction of fire and sound proof ceilings and floors. The vendor is to receive £15,000, one-half of which is to be in fully paid-up shares.

The prospectus has been issued of the Anglo-Mexican Mining Company, (Limited), capital, £325,325, in 65,000 ordinary shares of £5 each, and 325 founders' shares of £1 each. Of these, the vendors are to receive the founders' shares, and 21,000 ordinary shares as part payment, and the balance of 44,000 shares is now offered. It is intended to purchase and work gold, silver, and other mines in Mexico, and to acquire and work mining and other rights. It is proposed, in the first instance, to purchase from the Yedras Mining Company of New York the silver mine of that name, with mill and plant, and a tract of land.

At the Stock and Share Auction and Advance Company's sale, held on the 17th inst., at their rooms, 58, Lombard-street, City, the following were among the prices obtained:—Mitcham and Wimbledon Gas, £17 5s.; Phosphor Bronze, £11 11s.; Short Horn Dairy, £10 3s.; Birmingham and Midland Trams, par; Penny Publication Company, par; Maxim-Weston, 5s.; Tregontrees and Old Polgooth Consols, 1s.; and other miscellaneous securities fetched fair prices.

SALES OF ENSUING WEEK.

Jan. 22.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart at 1 p.m., Leasehold Property and Freehold Ground Rent (see advertisement, Jan. 12, p. 4).

Jan. 22.—Messrs. Edwin Fox & Bousfield, at the Mart at 2 p.m., Stocks and Shares (see advertisement, Jan. 5, p. 188).

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

Cooper—Hale.—Jan. 10, at Calne, Wilts, James Cooper, of Gray's-inn, barrister-at-law, to Harriet, daughter of the late James C. Hale, of Calne.

Dunham—Gray.—Jan. 9, at St. Pancras, Alfred Dunham, of 18, Old-square, Lincoln's-inn, barrister, to Annie Elizabeth, daughter of William George Gray, of Gresham-house, Old Broad-street, E.C.

Johnson—Bayly.—Jan. 10, at Kilternan Church, county Dublin, the Right Hon. Mr. Justice Johnson, 26, Lower Leeson-street, Dublin, to Susan, daughter of Richard Bayly, Esq., J.P., Green Park, Kilmallock, county Limerick.

Meates—Hatfeild.—Jan. 9, at St. Mary's, Wimbledon, Thomas Arrowsmith Meates, of the Middle Temple, barrister-at-law, to Ellen Gertrude, daughter of Gilliatt Hatfeild, Esq., of Morden Hall, Morden, Surrey.

Murcott—Doherty.—Jan. 14, at Dublin, Edwin Murcott, of London, solicitor, to Constance, daughter of John Doherty, Esq., barrister-at-law.

DEATH.

Wood.—Jan. 13, at Paignton, South Devon, Charles William Wood, Queen's Counsel, bencher of Lincoln's-inn, aged 70.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 11, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Adams, Edward Rutherforde, Arlingford rd, Tulse Hill. Pet Jan 7. Murray. Jan 24 at 11

Emmett, George, Catherine st, Strand, Newspaper Proprietor. Pet Jan 9. Brougham. Jan 22 at 11.30

To Surrender in the Country.

Bluhm, Theodore, Manchester, Merchant. Pet Jan 9. Hulton. Salford, Jan 23 at 11

Wallace, George, Cardew, Dalston, Cumberland, Farmer. Pet Jan 7. Halton. Carlisle, Jan 24 at 11

TUESDAY, Jan. 15, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hurst, Stephen, Bridge avenue, Hammersmith. Pet Nov 28. Brougham. Jan 29 at 11

Morewood, W. G., Whitfield st, Tottenham ct rd, Gold Beater. Pet Jan 11. Hazlitt. Jan 30 at 12.30

To Surrender in the Country.

Barrett, J. T., Salford, Lancaster, Blacking Manufacturer. Pet Jan 9. Hulton. Salford, Jan 30 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 11, 1884.

Sayer, Charles, Liverpool, Quarry Proprietor. Dec 21

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 11, 1884.

Brogden, Alexander, Victoria chbrs, Westminster, M.P. Jan 23 at 1 at office of Ogden and Co, Austin Friars. Stanley, Austin Friars

Brogden, Henry, Victoria chbrs, Westminster, Contractor. Jan 23 at 1 at office of Ogden and Co, Austin Friars. Stanley, Austin Friars

Broome, Christopher Adolphus, Bristol, Beer Retailer. Jan 21 at 11 at office of Nicholas, Corn st, Bristol

Bull, William, Strand, China Dealer. Jan 28 at 11 at office of Jenkins, Tavistock st, Strand

Burnell, Martin, Old Jewry, Club Proprietor. Jan 19 at 2 at office of Fletcher, Old Jewry. Toppin, Tudor st, New Bridge st

Cavanagh, Edward, Stafford, Grocer. Jan 28 at 11.30 at office of Greatrex, Bank chbrs, Stafford

Chambers, Henry Thomas, New Inn, Strand, Solicitor. Jan 22 at 3 at office of Shaw and Tremellen, Gray's Inn sq

Chapman, George, St George, Gloucester, Oil Merchant. Jan 21 at 10 at office of Evans, Exchange bldgs East, Bristol

Chilwell, Joseph Grundy, Elford, nr Tamworth, Stafford, Farmer. Jan 25 at 3 at office of Nevill and Atkins, Colehill, Tamworth

Clace, James, Bedminster, Somerset, Horse Dealer. Jan 19 at 12 at office of Essery, John st, Broad st, Bristol

Collins, James Gregory, Birmingham, Jeweller. Jan 23 at 3 at office of Price, Cherry st, Birmingham

Davies, Francis William, Llanelly, Carmarthen, Iron Merchant. Jan 25 at 11 at office of Howell, Stepney st, Llanelly

Didcott, Hugh Jay, York rd, Lambeth, Theatrical Agent. Jan 19 at 10 at office of Allen, Southampton bldgs, Holborn

Easby, John Faint, Bradford, Coal Merchant. Jan 25 at 3 at office of Yewdall, Market st, Bradford

Elen, Alfred, St Paul's rd, Kennington, Butcher. Jan 18 at 3 at office of Hicklin and Co, Trinity sq, Southwark

Evans, Charles, Henry st, St John's Wood, Coach Builder. Jan 17 at 4 at office of Yorke, Marylebone rd

Friend, Robert Atkinson, Monkwearmouth, Durham, Grocer. Jan 18 at 3 at office of Bell, Lambton st, Sunderland

Gill, Thomas, Leeds, Paper Stock Merchant. Jan 23 at 3 at Leeds Law Institute, Albion pl, Leeds. Blacklock, Leeds

Gunner, Charles Maston, Royal rd, Kennington, Joiner. Jan 23 at 12 at office of Ody, Blackfriars rd

Harper, Daniel, Tipton, Stafford, Retail Brewer. Jan 24 at 11 at office of Jackson, High st, West Bromwich

Hewett, Edward Edwards, Sheffield, Consulting Engineer. Jan 24 at 12 at Law Society, Hoole's chbrs, Bank st, Sheffield. Swift and Ashington, Sheffield

Horsley, George, Stourbridge, Worcester, Cowkeeper. Jan 22 at 11 at Union chbrs, High st, Stourbridge. Collis, Stourbridge

Jones, James, Balsall, Warwick, Brick Manufacturer. Jan 22 at 3 at office of East and Smith, Old sq, Birmingham

Kuhn, Emil, Sparkhill, Worcester, Die Sinker. Jan 24 at 11 at office of Taylor, Colmore row, Birmingham

Lingard, Joseph, Manchester, London Warehouseman. Grosvenor Hotel, Deansgate, Manchester, in lieu of the place originally named, Johnson, Manchester

Lumb, James, Bradford, York, Hardware Dealer. Jan 18 at 11 at office of Singleton, Darley st, Bradford

Marr, John, Sunderland, Durham, Innkeeper. Jan 22 at 1 at office of Fairclough, Foyle st, Sunderland

Marrison, Henry, Crownfield rd, Leytonstone rd, Stratford, Baker. Jan 21 at 3 at Swan Hotel, Stratford. Lewis, Brentwood

Marshall, John Charles, Pewsey, Wilts, Grocer. Jan 22 at 11 at Castle and Ball Hotel, Marlborough. Belcher, Newbury

Metcalfe, John Alan, Goodyear pl, Camberwell rd, Peat Moss Merchant. Jan 10 at 2 at office of Buttler, Moorgate st. Sydney, Guildhall chbrs, Basinghall st

Page, Joseph, and William Thompson, Manchester, Flour Merchants. Jan 22 at 3 at 17, Withy grove, Manchester. Millar, Manchester

Patton, Thomas, Gosforth, Northumberland, Plumber. Jan 23 at 2 at office of Greener, Grainger st West, Newcastle upon Tyne. Dove, Newcastle upon Tyne

Pond, William, Pleasant grove, King's Cross, Wheelwright. Jan 21 at 5 at office of Barnett, Palmerston bldgs, Old Broad st

Radford, Richard Heber, Sheffield, Consulting Engineer. Jan 28 at 2.30 at Law Society, Bank st, Sheffield. Bromhead and Co, Sheffield

Simkiss, James Frederick, Birmingham, Boot Manufacturer. Jan 23 at 12 at office of Jelf and Latham, Waterloo st, Birmingham

Smith, Douglas, East st, Walworth, Blind Manufacturer. Jan 18 at 12 at office of Ody, Blackfriars rd

Smith, Thomas, Crowle, Lincoln, Brewer. Jan 23 at 12 at office of Parkin and Co, Priory pl, Doncaster

Stevens, Frederick Augustus, Wharfdale rd, King's Cross, Electrician. Jan 18 at 3 at Haunch of Venison Hotel, Bell yd, Fleet st. Hope, Bell yd, Fleet st

Sunderland, Joseph Henry, Stretton Sugwas, Hereford, Auctioneer. Jan 24 at 10.30 at office of Llanwarne, St John st, Hereford

Turner, Edward, Birmingham, Beer Retailer. Jan 25 at 11 at office of Ansell, Waterloo st, Birmingham

Whitehead, Samuel Henry, and William Daniel Holbrook, Manchester, Druggist's Sundrymen. Jan 30 at 3 at office of Boote and Edgar, Booth st, Manchester

Williams, Emma, Hanley, Stafford, Mineral Water Maker. Jan 22 at 11 at Royal Hotel, Crewe. Ashmall, Hanley

TUESDAY, Jan. 15, 1884.

Bailey, Matthias, Burslem, Stafford, Licensed Victualler. Jan 23 at 11 at office of Ashmall, Albion st, Hanley

Challen, Benjamin Richard Seymour, Rendlesham rd, Lower Clapton, Grocer. Jan 30 at 3 at Guildhall Tavern, Gresham st. Howard and Shelton, Threadneedle st

Champion, James, Laburnam st, Haggerston, Decorator. Jan 30 at 12 at 33, Barnwell rd, Highbury. Harrison, Richmond gdns, Shepherd's Bush

Cuddon, George John, Manchester, Solicitor. Jan 25 at 3 at office of Lloyd, Wormwood st

Debney, John, Oldbury, Worcester, General Dealer. Jan 28 at 3 at office of Forrest, Church st, Oldbury

Draper, Thomas, Warrington, Lancaster, Commercial Clerk. Jan 29 at 3 at office of Davies and Co, Market pl, Warrington

Elliott, James, Chatsworth rd, Clapton Park, Fruiterer. Jan 23 at 3 at 42, Moorfields. Lucas, Finsbury pavement

Ensor, William Barnett, West Bromwich, Stafford, Ironfounder. Jan 28 at 10 at office of Jackson, High st, West Bromwich

Hoppe, Francis, London rd, Southwark, Carver. Jan 24 at 3 at office of Butler and Co, Moorgate st. Swaine

Irwin, John, South Bank, nr Middlesborough, York, Plumber. Jan 23 at 1.30 at Bull and Mouth Hotel, Briggate, Leeds. Lewis, Middlesborough

Lovatt, Edwin, Nantwich, Chester, out of business. Jan 24 at 11 at office of Pointon, Albert chbrs, Crewe

Marchant, William Benjamin, Paddington green, Wheelwright. Jan 22 at 10 at office of Barrett, Chancery lane

Molesworth, George, Brownhills, Stafford, Painter. Jan 23 at 11 at office of Stanley, Bridge st, Walsall

Pickard, John Arthur, Bradford, Plumber. Jan 24 at 4 at office of Binns, Market st, Bradford

Povey, Herbert, Longton, Stafford, Plumber. Jan 24 at 11 at office of Welch, Caroline st, Longton

Reeve, William James, Birmingham, Coal Merchant. Jan 22 at 12 at office of Saunders and Bradbury, Temple row, Birmingham

Regge, Ivon, London st, Fitzroy sq, out of business. Jan 24 at 3 at office of Scaife, Edgware rd

Rudall, John, Bristol, Grocer. Jan 24 at 12 at office of Plummer and Parry, Bristol chbrs, Bristol

Rumboll, Frederick, Bristol, Brick Manufacturer. Jan 25 at 12 at office of Murly and Co, Old Post Office chbrs, Bristol

Schubert, Gustav, Lawrence lane, Cheapside, Manufacturer. Jan 22 at 2 at 82, Gresham st. Cannon and Perry, Wool Exchange, Coleman st

Smith, William, Uttoxeter, Stafford, Coal Merchant. Jan 25 at 12.30 at office of Hawthorn, Market pl, Uttoxeter

Tittle, John Bennett, Bristol, Hotel Keeper. Jan 28 at 2 at office of Plummer and Parry, Bristol chbrs, Nicholas st, Bristol
Walker, George Frederick, Birmingham, Colliery Agent. Jan 28 at 11 at office of Ansell, Waterloo st, Birmingham
Whitehead, Samuel Henry, and William Daniel Holbrook, Manchester, Druggists' Sundrymen. Jan 30 at 4 at office of Boote and Edgar, Booth st, Manchester. Bowden and Walker, Manchester
Williamson, Robert, Kingston upon Hull, British Guano Manufacturer. Jan 25 at 3 at office of Pickering, Parliament st, Kingston upon Hull
Worsey, Ernest, Birmingham, Beer Retailer. Jan 25 at 3 at office of Fallows, Cherry st, Birmingham

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

TUESDAY, Jan. 11, 1884.

Brailey, George James, Aylesbury st, Clerkenwell, Tailor. High Court of Justice in Bankruptcy. Pet Jan 9. Ord Jan 9. Exam Jan 26 at 11
Carr, Thomas, and Robert Field, Fore st, Collar Manufacturers. High Court of Justice in Bankruptcy. Pet Jan 7. Ord Jan 7. Exam Jan 26 at 11
Hamlin, George, Ilford, Essex, Builder. High Court of Justice in Bankruptcy. Pet Jan 8. Ord Jan 8. Exam Jan 25 at 11
Wilkinson, William Henry, Upper st, Islington, Hatter. High Court of Justice in Bankruptcy. Pet Jan 5. Ord Jan 9. Exam Jan 29 at 11
Jones, Evan, Llanfihangel-y-pennant, Merionethshire, Quarryman. Aberystwith. Pet Jan 8. Ord Jan 9. Exam Feb 14
Robinson, Augustus, Wickwar, Gloucestershire, Grocer. Bristol. Pet Jan 9. Ord Jan 9. Exam Jan 28 at 11
Smith, Alfred Thomas, Thurston, Suffolk, Farmer. Bury St. Edmunds. Pet Jan 9. Ord Jan 9. Exam Jan 26
Hitt, James, Cardiff, Builder. Cardiff. Pet Jan 7. Ord Jan 7. Exam Jan 15 at 11
Keenlside, William, Gt Braithwaite, Cumberland, Pencil Manufacturer. Cockermouth and Workington. Pet Jan 7. Ord Jan 7. Exam Jan 16 at 12.30
Robinson, Charles Dawson, Torquay, Devonshire, Hotel Keeper. Exeter. Pet Jan 8. Ord Jan 8. Exam Jan 17 at 11
Hill, Mark, Warminster, Wilts, Timber Merchant. Frome. Pet Jan 7. Ord Jan 7. Exam Jan 18
Moule, Robert, Glen Parva, Leicestershire, Farmer. Leicester. Pet Jan 8. Ord Jan 8. Exam Feb 20 at 11
King, Thomas, Gainsborough, Lincolnshire, Grocer. Lincoln. Pet Jan 9. Ord Jan 9. Exam Jan 28 at 1
Sharpe, John Keyworth, Hykeham, Lincoln, Builder. Lincoln. Pet Jan 9. Ord Jan 9. Exam Jan 28 at 12
Steenberg, Otto, Liverpool, Ship Store Dealer. Liverpool. Pet Jan 9. Ord Jan 9. Exam Jan 17 at 11
Rowell, Robert, Newcastle on Tyne, Agent. Newcastle on Tyne. Pet Jan 8. Ord Jan 8. Exam Feb 4 at 11
Underwood, Benjamin Skelton, Nottingham, Hosier. Nottingham. Pet Jan 7. Ord Jan 7. Exam Feb 19

FIRST MEETINGS.

Williams, John, Pontypool, Monmouthshire. High Court of Justice in Bankruptcy. Jan 22 at 10.30. The Bankruptcy Offices of the High Court of Justice, 34, Lincoln's inn fields
Curtis, Henry, Cardiff, Glamorganshire, Grocer. Cardiff, Jan 19 at 11. The Official Receiver's Offices, No. 2, Bute crescent, Cardiff
Hitt, James, Cardiff, Builder. Cardiff. Jan 21 at 12. The Official Receiver's Offices, 2, Bute crescent, Cardiff
Keenlside, William, Gt Braithwaite, Cumberland, Pencil Maker. Cockermouth and Workington. Jan 19 at 12.30. Court bldgs, Keswick
Robinson, Charles Dawson, Crumper's Hotel, Torquay, Devon, Hotel Keeper. Exeter. Jan 22 at 2. Queen's Hotel, Torquay
Hill, Mark, Warminster, Wilts, Timber Merchant. Frome. Jan 21 at 12. Townhall, Warminster
Macey, Henry Salisbury, Lowestoft, Suffolk, Boat Owner. Gt Yarmouth. Jan 18 at 10.30. Suffolk Hotel, Lowestoft
Moule, Robert, Glen Parva, Leicestershire, Farmer. Leicester. Jan 22 at 12. The Offices of the Leicestershire Trade Protection Society, 4, New st, Leicester
King, Thomas, Gainsborough, Lincolnshire, Grocer. Lincoln. Jan 23 at 1. Central Sale Rooms, Bank st, Lincoln
Sharpe, John Keyworth, Hykeham, Lincolnshire, Builder. Lincoln. Jan 23 at 12. Central Sale Rooms, Bank st, Lincoln
Steenberg, Otto, Liverpool, Ship Store Dealer. Liverpool. Jan 23 at 12. Official Receiver's Offices, Lisbon bldgs, Victoria st, Liverpool
Hughes, William. Newcastle on Tyne, General Draper. Newcastle on Tyne. Jan 18 at 11. Official Receiver's Office
Rowell, Robert, Newcastle on Tyne, Coal Fitter. Newcastle on Tyne. Feb 5 at 11. Official Receiver's Office
Cordon, William, Nottingham, Contractor. Nottingham. Jan 21 at 3. The Official Receiver's Offices, Exchange walk, Nottingham
Underwood, Benjamin Skelton, Nottingham, Hosier. Nottingham. Jan 24 at 11. Official Receiver's Offices, Exchange walk, Nottingham
Smith, Robert, Cotterstock, nr Oundle, Northamptonshire. Miller. Peterborough. Jan 18 at 12.30. County Court Offices, Peterborough
Goodfellow, Nathan, Salford, Lancashire, Timber Merchant. Salford. Jan 18 at 11. Office of the Official Receiver in Bankruptcy for Manchester and Salford, Ogden's chmbrs, Bridge st, Manchester
Storey, James, Sheffield, Yorkshire, Tailor. Sheffield. Jan 18 at 2. Law Society's Rooms, Hoole's chmbrs, Bank st, Sheffield

ADJUDICATIONS.

Jones, Evan, Llanfihangel-y-pennant, Merionethshire, Quarryman. Aberystwith. Pet Jan 8. Ord Jan 9
King, Thomas, Gainsborough, Lincolnshire, Grocer. Lincoln. Pet Jan 9. Ord Jan 9

RECEIVING ORDERS.

TUESDAY, Jan. 15, 1884.

Landrock, Carl Gustav, Evering rd, Stoke Newington, Manufacturing Furrier. High Court of Justice in Bankruptcy. Pet Jan 10. Ord Jan 10. Exam Jan 31 at 11
Rogers, Alfred, Bromham, Bedfordshire, Farmer. Bedford. Pet Jan 11. Ord Jan 12. Exam Feb 14
Spedding, William, Egremont, Chester, Manager of Brick and Tile Works. Birkenhead. Pet Jan 10. Ord Jan 10. Exam Jan 28 at 11
Winser, Thomas Holman, Birmingham, Schoolmaster. Birmingham. Ord under sec 103. Ord Jan 8. Exam Jan 22
Devinney, Samuel, Handsworth, Staffordshire, Clerk in Holy Orders. Birmingham. Pet Jan 11. Ord Jan 11. Exam Jan 31
Phillips, John, Brighton, Chemist. Brighton. Pet Jan 9. Ord Jan 10. Exam Jan 17 at 12
Warham, Charles, Burton upon Trent, Hatter. Burton upon Trent. Pet Jan 12. Ord Jan 12. Exam Jan 23 at 1
Cooper, George, Woodditton, Cambs, Publican. Cambridge. Pet Jan 11. Ord Jan 11. Exam Jan 30 at 2
Chamberlain, Thomas, Newport, Gloucestershire, Baker. Gloucester. Pet Jan 8. Ord Jan 11. Exam Feb 5
Ewart, Shepley, Gt Grimsby, Bottled Beer Merchant. Gt Grimsby. Pet Jan 12. Ord Jan 12. Exam Jan 31 at 12
French, Henry, Bentham, Yorkshire, Grocer. Kendal. Pet Jan 10. Ord Jan 10. Exam Feb 18 at 12
Johnson, Anthony Wardle, Bowness, Westmorland, Newspaper Proprietor. Kendal. Pet Jan 10. Ord Jan 11. Exam Feb 18 at 12
Barratt, Joseph Benjamin, Timperley, Cheshir, Laundryman. Manchester. Pet Jan 9. Ord Jan 10. Exam Jan 24 at 12.30
Whiteley, Joseph, and Daniel Whiteley, Ancoats, Manchester, Umbrella Manufacturers. Manchester. Pet Jan 10. Ord Jan 10. Exam Jan 24 at 11.30
Slack, John, Manchester, Carver. Manchester. Pet Jan 11. Ord Jan 11. Exam Jan 24 at 10.30
Makin, James Henry, Sheffield, Ironmonger. Sheffield. Pet Jan 2. Ord Jan 11. Exam Jan 31 at 11.30
Eadon, George Alfred, Sheffield, Steel Manufacturer. Sheffield. Pet Jan 11. Ord Jan 11. Exam Jan 31 at 11.30
Walters, David, Pontardulais, Glamorganshire, Innkeeper. Swansea. Pet Jan 10. Ord Jan 10. Exam Feb 14

FIRST MEETINGS.

Carr, Thomas, and Robert Field, Fore st, Collar Manufacturers. High Court of Justice in Bankruptcy. Jan 25 at 12. The Bankruptcy Offices of the High Court of Justice, 34, Lincoln's inn fields
Wilkinson, William Henry, Upper st, Islington, Hatter. High Court of Justice in Bankruptcy. Jan 29 at 10.30. The Bankruptcy Offices of the High Court of Justice, 34, Lincoln's inn fields
Hamlin, George, Ilford, Essex, Builder. High Court of Justice in Bankruptcy. Jan 22 at 12. 4, New ct, Carey st, Lincoln's inn
Brailey, George James, Aylesbury st, Clerkenwell, Tailor. High Court of Justice in Bankruptcy. Jan 26 at 10.30. The Bankruptcy Offices of the High Court of Justice, 34, Lincoln's inn fields
Landrock, Carl Gustav, Evering rd, Stoke Newington, Manufacturing Furrier. High Court of Justice in Bankruptcy. Jan 23 at 12. The Offices of the Chief Official Receiver, 33, Carey st, Lincoln's inn
Jones, Evan, Llanfihangel-y-pennant, Merionethshire, Quarryman. Aberystwith. Feb 14 at 1.30. Townhall, Aberystwith
Spedding, William, Egremont, Cheshire, Manager of Brick and Tile Works. Birkenhead. Jan 24 at 12. 48, Hamilton sq, Birkenhead
Devinney, Samuel, Handsworth, Staffordshire, Clerk in Holy Orders. Birmingham. Jan 25 at 11. Whitehall chbrs, Colmore row, Birmingham
Winser, Thomas Holman, Birmingham, Schoolmaster. Birmingham. Jan 21 at 3. Whitehall chbrs, Colmore row, Birmingham
Phillips, John, Brighton, Sussex, Chemist. Brighton. Jan 23 at 3. Office of the Official Receiver, 160, North st, Brighton
Robinson, Augustus, Wickwar, Gloucestershire, Grocer. Bristol. Jan 23 at 12. Office of the Official Receiver, Bank chbrs, Corn st, Bristol
Smith, Alfred Thomas, Thurston, Suffolk, Farmer. Bury St Edmunds. Jan 23 at 1. Guildhall, Bury St Edmunds
Whiteley, Joseph, and Daniel Whiteley, Ancoats, Manchester, Umbrella Manufacturers and Cloth Manufacturers. Manchester. Jan 22 at 3. The Official Receiver's Office, Ogden's chbrs, Bridge st, Manchester
Barratt, Joseph Benjamin, Timperley, Cheshire, Laundryman, Manchester. Jan 22 at 11. The Official Receiver's Office, Ogden's chmbrs, Bridge st, Manchester
Makin, James Henry, Sheffield, Yorkshire, Ironmonger. Sheffield. Jan 25 at 11. Law Society's Rooms, Hoole's chmbrs, Bank st, Sheffield
Eadon, George Alfred, Sheffield, Steel Manufacturer. Sheffield. Jan 25 at 1. Law Society's Rooms, Hoole's chbrs, Bank st, Sheffield
Walters, David, Portardulais, Glamorganshire, Innkeeper. Swansea. Jan 24 at 1. Office of Official Receiver, 6, Rutland st, Swansea

ADJUDICATIONS.

Spedding, William, Egremont, Cheshire, Manager of Brick and Tile Works. Birkenhead. Pet Jan 10. Ord Jan 10
Elliott, Alwin Lawrence, Brighton, Sussex, out of business. Brighton. Pet Jan 1. Ord Jan 10
Cooper, George, Woodditton, Newmarket, Cambs, Publican. Cambridge. Pet Jan 11. Ord Jan 12
Chamberlain, Thomas, Newport, nr Berkeley, Gloucestershire, Baker. Gloucester. Pet Jan 8. Ord Jan 11
Makin, James Henry, Sheffield, Yorkshire, Ironmonger. Sheffield. Pet Jan 2. Ord Jan 11

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volume bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*